

Official Report of the Proceedings of the BOARD OF EDUCATION of the City of Chicago

Regular Meeting-Wednesday, July 22, 2015 10:30 A.M. (42 West Madison Street)

Published by the Authority of the Chicago Board of Education

David J. Vitale President

Estela G. Beltran Secretary

ATTEST:

Secretary of the Board of Education

of the City of Chicago

President Vitale took the Chair and the meeting being called to order there were then:

PRESENT: Mr. Furlong, Dr. Hines, Ms. Jordan Turner, Ms. Ward and President Vitale - 5

ABSENT: Fr. Garanzini - 1

ALSO PRESENT*: Mr. Jesse Ruiz, Interim Chief Executive Officer, and Mr. James Bebley, General Counsel.

*NOTE: The Honorary Student Board Member position is currently vacant.

ABSENT: None

President Vitale thereupon opened the floor to the Honoring Excellence segment of the Board Meeting.

President Vitale thereupon opened the floor to the Interim CEO Report segment of the Board Meeting. Ms. Ginger Ostro, Chief Financial Officer, provided presentations on CPS Budget Update and Report on School Budgets. Mr. John Barker, Chief Accountability Officer, provided presentations on LSC Principal Evaluation Form [15-0722-EX2] and Northwest Evaluation Association "NWEA" [15-0722-PR1]. Ms. Aarti Dhupelia, Chief College and Career Success Officer, provided presentations on Social Emotional Learning Supplemental RFP [15-0722-PR2] and Student Code of Conduct and Anti-Bullying Policy Revisions [15-0722-PO1] and provided remarks on the Suspensions and Expulsions Data Summary. Ms. Liza Balistreri, Director of Real Estate, provided a presentation on Proposed Real Estate Request to Sell Properties [15-0722-OP2, 15-0722-OP3, and 15-0722-OP4].

President Vitale thereupon opened the floor to the Public Participation segment of the Board Meeting.

President Vitale thereupon opened the floor to the Discussion of Public Participation.

President Vitale thereupon opened the floor to the Discussion of Public Agenda Items.

President Vitale proceeded to entertain a Motion to go into Closed Session.

Board Member Dr. Hines presented the following Motion:

15-0722-MO1

MOTION TO HOLD A CLOSED SESSION

MOTION ADOPTED that the Board hold a closed session to consider the following subjects:

- (1) information, regarding appointment, employment, compensation discipline, performance, or dismissal of employees pursuant to Section 2(c)(1) of the Open Meetings Act;
- (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees pursuant to Section 2(c)(2) of the Open Meetings Act;

- (3) the purchase or lease of real property for the use of the Board pursuant to Section 2(c)(5) of the Open Meetings Act;
- (4) the setting of a price for the sale or lease of real property owned by the Board pursuant to Section 2(c)(6) of the Open Meetings Act;
- (5) security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property pursuant to Section 2(c)(8) of the Open Meetings Act;
- (6) matters relating to individual students pursuant to Section 2(c)(10) of the Open MeetingsAct;
- (7) pending litigation and litigation which is probable or imminent involving the Board pursuant to Section 2(c)(11) of the Open Meetings Act; and
- (8) discussion of closed session minutes pursuant to Section 2(c)(21) of the Open Meetings Act, including audio tapes created pursuant to Section 2.06 of the Open Meetings Act.

Board Member Ward moved to adopt Motion 15-0722-MO1.

The Secretary called the roll and the vote was as follows:

Yeas: Mr. Furlong, Dr. Hines, Ms. Jordan Turner, Ms. Ward, and President Vitale - 5

Nays: None

President Vitale thereupon declared Motion 15-0722-MO1 adopted.

CLOSED SESSION RECORD OF CLOSED SESSION

The following is a record of the Board's Closed Session:

- (1) The Closed Meeting was held on July 22, 2015, beginning at 1:59 p.m. at the CPS Loop Office, 42 W. Madison Street, Garden Level, Conference Room GC-116, and Chicago Illinois 60602.
- (2) PRESENT: Mr. Furlong, Dr. Hines, Ms. Jordan Turner, Ms. Ward, and President Vitale 5
- (3) ABSENT: Fr. Garanzini 1
 - A. Other Reports
 - B. Warning Resolutions
 - C. Terminations
 - D. Personnel
 - E. Collective Bargaining
 - F. Real Estate
 - G. Security
 - H. Closed Session Minutes
 - I. Individual Student Matters

No votes were taken in Closed Session.

After Closed Session the Board reconvened.

Members present after Closed Session: Mr. Furlong, Dr. Hines, Ms. Jordan Turner, Ms. Ward, and President Vitale -5

Members absent after Closed Session: Fr. Garanzini - 1

President Vitale thereupon proceeded with Agenda Items.

15-0722-AR2

AUTHORIZE CONTINUED RETENTION OF THE LAW FIRM PUGH JONES JOHNSON & QUANDT, P.C.

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of the law firm Pugh Jones Johnson & Quandt, P.C.

DESCRIPTION: The General Counsel has continued retention of the law firm Pugh Jones Johnson & Quandt, P.C. The firm will provide legal services to the Board and the CEO in the area of property tax assessment appeals filed before the Property Tax Appeal Board (PTAB) and Dell Computers leasing. Additional authorization for the firm's services is requested in the amount of \$50,000. As invoices are received, they will be reviewed by the General Counsel and if satisfactory, processed for payment.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: This firm is a MBE.

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board Members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996, (96-0626-PO3), as amended from time to time, is hereby incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011, (11-0525-PO2), as amended from time to time, is hereby incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

15-0722-AR3

AUTHORIZE CONTINUED RETENTION OF THE LAW OFFICE OF BARBARA S. SMITH

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Continued retention of The Law Office of Barbara S. Smith.

DESCRIPTION: The General Counsel has continued retention of The Law Office of Barbara S. Smith. The firm provides legal advice and review of the administrative records in tenured teacher dismissal cases. Additional authorization is requested for the firm's services in the amount of \$30,000. As invoices are received, they will be reviewed by the General Counsel and, if satisfactory, processed for payment.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: None.

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts — The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

The Secretary called the roll and the vote was as follows:

Yeas: Mr. Furlong, Dr. Hines, Ms. Jordan Turner, Ms. Ward, and President Vitale – 5

Nays: None

President Vitale thereupon declared Board Reports 15-0722-AR2 and 15-0722-AR3 adopted.

15-0722-AR4

WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR ANNA COLON - CASE NO. 09 WC 37275

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim for Anna Colon, Case No. 09 WC 37275 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of \$190,000.00.

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26,1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

15-0722-AR5

WORKERS' COMPENSATION - PAYMENT FOR LUMP SUM SETTLEMENT FOR WILLIAM JACKSON - CASE NO. 11 WC 46774

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorize settlement of the Workers' Compensation claim for William Jackson, Case No. 11 WC 46774 subject to the approval of the Illinois Workers' Compensation Commission, in the amount of \$90,000.00.

DESCRIPTION: In accordance with the provisions of the Workers' Compensation Act, the General Counsel has determined that this settlement is in the Board's best interests.

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: Not applicable.

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26,1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

15-0722-AR6

APPROVE PAYMENT OF PROPOSED SETTLEMENT REGARDING NICHOLAS D.

THE GENERAL COUNSEL REPORTS THE FOLLOWING SETTLEMENT:

DESCRIPTION: Subject to Board approval, the Board and minor N.D.'s parent (Patricia S.), individually and as next friend of N.D. ("Plaintiffs) have reached a settlement, disposing of all N.D.'s and N.D.'s parent's claims for attorneys' fees, and costs associated with the underlying special education due process proceeding. The General Counsel recommends approval of the settlement, which includes the payment of eighty-two thousand and five hundred dollars (\$82,500.00) for all of N.D.'s and N.D.'s parent's claims for attorneys' fees and costs.

LSC REVIEW: LSC approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: Charge \$82,500.00 as described above to the Law Department Budget Classification Fiscal year 2016.......12670-115-54530-231122-000000

AUTHORIZATION: Authorize the General Counsel to execute the Settlement Agreement, and all ancillary documents related thereto.

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

15-0722-AR7

PROPERTY TAX APPEAL REFUND—AUTHORIZE SETTLEMENT FOR ORIENTAL THEATER REGARDING ITS PROPERTY FOR TAX YEARS 2009-11

THE GENERAL COUNSEL REPORTS THE FOLLOWING DECISION:

Authorized settlement of appeals by Oriental Theater regarding its leasehold property at 24 W. Randolph, Chicago, Illinois, for the 2009-11 tax years. This settlement results in a total refund of \$68,236, plus interest, for the tax years involved. The refund will be implemented by reductions in the Board's property-tax revenues in calendar year 2015 or thereafter. This settlement does not involve a direct payout of Board funds.

DESCRIPTION: The General Counsel has determined that this settlement is in the Board's best interests,

LSC REVIEW: Local school council approval is not applicable to this report.

AFFIRMATIVE ACTION STATUS:

Not applicable.

FINANCIAL:

PERSONNEL IMPLICATIONS: None

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics -- The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

President Vitale indicated that if there were no objections, Board Reports 15-0722-AR4 through 15-0722-AR7 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 15-0722-AR4 through 15-0722-AR7 adopted.

15-0722-EX7

TRANSFER AND APPOINT CHIEF EDUCATION OFFICER (Janice Jackson)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Transfer and appoint Janice Jackson to the position of Chief Education Officer, effective July 27, 2015, at the salary set forth below:

DESCRIPTION:

NAME FROM TO

Janice Jackson External Title: Chief of Schools

Functional Title: Officer
Position No: 510621
Pasic Salary: \$151,131.43
Pay Band: A09
Pay Band: A09
Pay Band: Officer
Functional Title: Executive Officer
Position No: 519384
Basic Salary: \$195,000.00
Pay Band: A10
Pay Band: Officeries

Budget Classification: 10816.115.232102.000000

External Title: Chief Education Officer

FINANCIAL: The expenditure involved in this appointment is not in excess of the regular

budget appropriation. The position approved by this action shall be included in

the FY16 department budget.

15-0722-EX8

TRANSFER AND APPOINT SENIOR ADVISER TO THE CHIEF EXECUTIVE OFFICER (Denise Little)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Transfer and appoint Denise Little to the position of Senior Adviser to the Chief Executive Officer, effective July 27, 2015, at the salary set forth below:

DESCRIPTION:

NAME FROM TO

Denise Little External Title: Chief Officer of Networks External Title: Senior Adviser to the

Band: A10 Pay Band: A10 Budget Classification: 10710.115.230010.000000

FINANCIAL: The expenditure involved in this appointment is not in excess of the regular

budget appropriation. The position approved by this action shall be included in

the FY16 department budget.

15-0722-EX9

TRANSFER AND APPOINT CHIEF OF SCHOOLS (Minerva Garcia-Sanchez)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Transfer and appoint Minerva Garcia-Sanchez to the position of Chief of Schools, effective July 27, 2015, at the salary set forth below:

DESCRIPTION:

<u>NAME</u> <u>FROM</u> <u>TO</u>

Minerva Garcia-Sanchez External Title: Deputy Chief of Schools External Title: Chief of Schools Functional Title: Officer

Position No: 496677 Position No: 496661
Basic Salary: \$125,752.45 Basic Salary: \$151,131.43
Pay Band: A08 Pay Band: A09

Budget Classification:

02471.115.51100.221080.000000

FINANCIAL:

The expenditure involved in this report is not in excess of the regular budget appropriation. The position approved by this action is contained in the FY16

department budget.

15-0722-EX10

TRANSFER AND APPOINT CHIEF OF SCHOOLS (Jerrold Washington)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Transfer and appoint Jerrold Washington to the position of Chief of Schools, effective July 27, 2015, at the salary set forth below:

DESCRIPTION:

NAME FROM <u>TO</u> Jerrold Washington External Title: Deputy Chief of Schools External Title: Chief of Schools Functional Title: Deputy Functional Title: Officer Position No: 496679 Position No: 510621 Basic Salary: \$134,000.00 Basic Salary. \$151,131.43 Pay Band: A08 Pay Band: A09 Budget Classification: 02491,115.51100.221080.000000

FINANCIAL:

The expenditure involved in this report is not in excess of the regular budget appropriation. The position approved by this action is contained in the FY16

department budget.

15-0722-EX11

TRANSFER AND APPOINT CHIEF OF SCHOOLS (Donell Underdue)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Transfer and appoint Donell Underdue to the position of Chief of Schools, effective July 27, 2015, at the salary set forth below:

DESCRIPTION:

NAME FROM TO External Title: Chief of Schools Donell Underdue External Title: Deputy Chief of Schools Functional Title: Deputy Functional Title: Officer Position No: 496670 Position No; 496664 Basic Salary: \$145,000.00 Basic Salary: \$151,131.43 Pay Band: A08 Pay Band: A09 **Budget Classification:** 02501.115.52100.221080.000000

FINANCIAL:

The expenditure involved in this report is not in excess of the regular budget appropriation. The position approved by this action is contained in the FY16

department budget.

15-0722-EX12

TRANSFER AND APPOINT Chief Facilities Officer (Paul Osland)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Transfer and appoint Paul Osland to the position of Chief Facilities Officer, effective July 22, 2015 at the salary set forth below:

DESCRIPTION:

NAME FROM TO

Paul Osland External Title: Exec Director - Transportation

Functional Title: Executive Director Position No: 468568 Basic Salary: \$150,000.00

Pay Band: A08 Pay Band: A09

Budget Classification: 11870.115.52100.255001.000000

External Title: Chief Facilities Officer

Functional Title: Officer

Basic Salary: \$165,000.00

External Title: Budget Officer

Functional Title: Officer

Basic Salary: \$140,000.00

Position No: 245709

Position No: 259291

11070.110.02100.200001.00000

FINANCIAL: The expenditure involved in this report is not in excess of the regular budget

appropriation. The position approved by this action is contained in the FY16 department

budget.

15-0722-EX13

TRANSFER AND APPOINT Budget Officer (Michael Moss)

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THAT THE BOARD:

Transfer and appoint Michael Moss to the position of Budget Officer, effective June 30, 2015 at the salary set forth below:

DESCRIPTION:

NAME FROM TO

Michael Moss External Title: Acting Budget Officer Functional Title: Officer

Position No: 245709 Basic Salary: \$140,000.00 Pay Band: A09

Band: Á09 Pay Band: Á09

Budget Classification: 12610.115.52100.252206.000000

FINANCIAL: The expenditure involved in this report is not in excess of the regular budget

appropriation. The position approved by this action is contained in the FY16 department

budget.

15-0722-EX14

WARNING RESOLUTION – STEPHEN HA, TENURED TEACHER, ASSIGNED TO JACOB BEIDLER ELEMENTARY SCHOOL

TO THE CHICAGO BOARD OF EDUCATION

THE CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Stephen Ha and that a copy of this Board Report and Warning Resolution be served upon Stephan Ha.

DESCRIPTION: Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of

the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution be adopted and issued to Stephen Ha, Teacher, to inform him that he has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Stephen Ha, pursuant to the Statute, if said conduct is not corrected immediately and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning Resolution.

LSC REVIEW:

LSC review is not applicable to this report.

AFFIRMATIVE

ACTION REVIEW: None.

FINANCIAL:

This action is of no cost to the Board.

PERSONNEL

IMPLICATIONS:

None.

15-0722-EX15

WARNING RESOLUTION - RITA JONES, TEACHER, ASSIGNED TO GEORGE WASHINGTON CARVER PRIMARY SCHOOL

TO THE CHICAGO BOARD OF EDUCATION

THE INTERIM CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

That the Chicago Board of Education adopts a Warning Resolution for Rita Jones and that a copy of this Board Report and Warning Resolution be served upon Rita Jones.

DESCRIPTION:

Pursuant to the provisions of 105 ILCS 5/34-85, the applicable statute of the State of Illinois, and the Rules of the Board of Education of the City of Chicago, a Warning Resolution be adopted and issued to Rita Jones, Teacher, to inform her that she has engaged in unsatisfactory conduct.

The conduct outlined in the Warning Resolution will result in the preferring of dismissal charges against Rita Jones, pursuant to the Statute, if said conduct is not corrected immediately and maintained thereafter in a satisfactory fashion following receipt of the Warning Resolution. Directives for improvement of this conduct are contained in the Warning

Resolution.

LSC REVIEW:

LSC review is not applicable to this report.

AFFIRMATIVE

ACTION REVIEW:

None

FINANCIAL:

This action is of no cost to the Board.

PERSONNEL

IMPLICATIONS:

None

President Vitale indicated that if there were no objections, Board Reports 15-0722-EX7 through 15-0722-EX15 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 15-0722-EX7 through 15-0722-EX15 adopted.

RESOLUTION TO APPOINT FORREST CLAYPOOL TO THE POSITION OF CHIEF EXECUTIVE OFFICER

RESOLVED: The Board of Education of the City of Chicago hereby appoints Forrest Claypool to the position of Chief Executive Officer, effective July 27, 2015 on the following terms:

NAME

TO

Forrest Claypool

External Title: Functional Title: Chief Executive Officer Chief Executive Officer

Position No: Basic Salary:

439936 \$250,000.00

Pay Band:

A11

Budget Classification:

10410.115.52100.232102.000000

The expenditure involved in this appointment is not in excess of the regular budget appropriation. The position approved by this action is contained in the FY16 department budget.

15-0722-RS6

RESOLUTION APPROVING INTERIM CHIEF EXECUTIVE OFFICER'S RECOMMENDATION TO DISMISS PROBATIONARY APPOINTED TEACHERS

WHEREAS, July 17, 2015, the Interim Chief Executive Officer submitted written recommendations, including the reasons for the recommendations, to the Board to dismiss the following probationary appointed teachers pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84;

Name	School	Effective Date
Charles Harris	Jordan Community School	July 22, 2015
Teresa Jay	Perkins Bass Elementary School	July 22, 2015

WHEREAS, the Interim Chief Executive Officer followed the procedures established by him prior to making the recommendation:

WHEREAS, the Board has reviewed the reasons for the Interim Chief Executive Officer's recommendation:

WHEREAS, the Interim Chief Executive Officer or his designee has previously notified the affected probationary appointed teachers of their pending dismissal;

NOW, THEREFORE, BE IT RESOLVED:

- 1. That pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84, the above-referenced probationary appointed teachers are dismissed from Board employment effective on the date set opposite their names.
- The Board hereby approves all actions taken by the Interim Chief Executive Officer or his designee to effectuate the dismissal of the above-named probationary appointed teachers.
- 3. The Interim Chief Executive Officer or his designee shall notify the above-named probationary appointed teachers of their dismissal.

The Secretary presented the following Statement for the Public Record:

I would like to note for the record that on July 17, 2015, the Board Members and the Office of the Board received the Interim CEO'S Recommendation to Dismiss Probationary Appointed Teachers Pursuant to Board Rule 4-7b.2(b) and 105 ILCS 5/34-84. His recommendation included the names of the Teachers affected and the reasons. He also noted that the Teachers affected will be notified of their dismissal after adoption of the resolution.

President Vitale indicated that if there were no objections, Board Reports 15-0722-RS5 and 15-0722-RS6 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 15-0722-RS5 and 15-0722-RS6 adopted.

Board Member Furlong presented the following Motion:

15-0722-MO2

MOTION RE: MAINTAIN AS CONFIDENTIAL REDACTED PORTIONS OF CLOSED SESSION MINUTES FOR THE PERIOD BEGINNING JULY 1995 THROUGH JUNE 2013

MOTION ADOPTED that pursuant to Section 2.06(d) of the Open Meetings Act, Board Members have reviewed the redacted portions of closed session minutes for the period beginning July 1995 through June 2013. The Board previously opened these closed minutes for public inspection with noted redactions in January 2012, January 2013, July 2013, January 2014, July 2014, and January 2015. The Board finds that the need for confidentiality continues to exist for the redacted portions of these minutes which portions will not be available for public inspection.

Board Member Dr. Hines moved to adopt Motion 15-0722-MO2.

The Secretary called the roll and the vote was as follows:

Yeas: Mr. Furlong, Dr. Hines, Ms. Jordan Turner, Ms. Ward, and President Vitale – 5

Nays: None

President Vitale thereupon declared Motion 15-0722-MO2 adopted.

Board Member Dr. Hines presented the following Motion:

15-0722-MO3

MOTION RE: OPEN FOR PUBLIC INSPECTION ALL CLOSED SESSION MINUTES FOR THE PERIOD BEGINNING JULY 2013 THROUGH DECEMBER 2013

MOTION ADOPTED that pursuant to Section 2.06(d) of the Open Meetings Act, the Board Members have reviewed closed session minutes for the period beginning July 2013 through December 2013. The Board Members have determined that the need for confidentiality does not exist as to those minutes, except as indicated in the redacted portions. Minutes were redacted for the following:

- (a) privileged attorney-client communications,
- (b) information subject to privacy or confidentiality protections in State or federal law, and
- (c) information where the Board determines it necessary to protect the public interest or the privacy of an individual.

The Board finds that the need for confidentiality as to the redacted material remains. Upon adoption of this Motion, all closed session minutes from July 2013 through December 2013, with noted redactions, will be available for public inspection.

Board Member Ward moved to adopt Motion 15-0722-MO3.

The Secretary called the roll and the vote was as follows:

Yeas: Mr. Furlong, Dr. Hines, Ms. Jordan Turner, Ms. Ward, and President Vitale - 5

Nays: None

President Vitale thereupon declared Motion 15-0722-MO3 adopted.

July 22, 2015

Board Member Jordan Turner presented the following Motion:

15-0722-MO4

MOTION RE: ADOPT CLOSED SESSION MINUTES FROM JUNE 24, 2015 AND MAINTAIN AS CONFIDENTIAL CLOSED SESSION MINUTES FROM

JANUARY 2014 THROUGH JUNE 2015

MOTION ADOPTED that the Board adopt the minutes of the closed session meeting of June 24,

2015. Board Members have reviewed these minutes along with previously-approved minutes of closed

sessions from January 2014 through May 2015 in accordance with Section 2.06(d) of the Open Meetings

Act. Following this review, Board Members have determined that the need for confidentiality exists as to

all closed session minutes from January 2014 through June 2015 and therefore these minutes will not be

available for public inspection.

Board Member Dr. Hines moved to adopt Motion 15-0722-MO4.

The Secretary called the roll and the vote was as follows:

Yeas: Mr. Furlong, Dr. Hines, Ms. Jordan Turner, Ms. Ward, and President Vitale - 5

Nays: None

President Vitale thereupon declared Motion 15-0722-MO4 adopted.

Board Member Ward presented the following Motion:

15-0722-MO5

MOTION RE: AUTHORIZE DESTRUCTION OF CLOSED SESSION AUDIO RECORDINGS FOR THE PERIOD BEGINNING JULY 2013 THROUGH DECEMBER 2013

Section 2.06(c) of the Open Meetings Act permits the destruction of audio recordings of closed

session meetings no less than 18 months after the completion of a meeting if the Board has: (1) approved

the minutes of the closed meeting, and (2) approves the destruction. The Board's closed session

meetings from July 2013 until December 2013 occurred more than 18 months ago and the Board

Secretary maintains Board-approved confidential minutes of all such closed sessions.

MOTION ADOPTED that the audio recordings of the Board's closed session meetings from July

2013 until December 2013, as itemized on the attached Appendix A, be authorized for destruction in

accordance with the Open Meetings Act.

Appendix A

July 24, 2013 August 28, 2013

September 25, 2013

October 23, 2013

November 6, 2013

November 20, 2013

December 18, 2013

Board Member Dr. Hines moved to adopt Motion 15-0722-MO5.

The Secretary called the roll and the vote was as follows:

Yeas: Mr. Furlong, Dr. Hines, Ms. Jordan Turner, Ms. Ward, and President Vitale - 5

Nays: None

13

President Vitale thereupon declared Motion 15-0722-MO5 adopted.

Board Member Furlong presented the following Motion:

15-0722-MO6

MOTION RE: APPROVAL OF RECORD OF PROCEEDINGS OF MEETING OPEN TO THE PUBLIC JUNE 24, 2015

MOTION ADOPTED that the record of proceedings of the Regular Board Meeting of June 24,

2015 prepared by the Board Secretary be approved and such record of proceedings be posted on the

Chicago Board of Education website in accordance with Section 2.06(b) of the Open Meetings Act.

Board Member Ward moved to adopt Motion 15-0722-MO6.

The Secretary called the roll and the vote was as follows:

Yeas: Mr. Furlong, Dr. Hines, Ms. Jordan Turner, Ms. Ward, and President Vitale - 5

Nays: None

President Vitale thereupon declared Motion 15-0722-MO6 adopted.

15-0722-OP2

DISPOSITION OF BIDS RECEIVED FOR THE SALE OF PROPERTY LOCATED AT 221 EAST 49th STREET AND 4935 S INDIANA AVENUE (FORMER OVERTON ELEMENTARY MAIN AND BRANCH BUILDING SITE)

THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING DECISION:

That the Board request the City or Public Building Commission ("PBC"), as necessary, convey to Washington Park Development Group, LLC, an Illinois limited liability company ("Purchaser"), the land located at 221 East 49th Street and 4935 South Indiana Ave, Chicago, Illinois ("Property") as further described herein. The Offer to Purchase Real Estate contained in the bid solicitation which has been executed by the Purchaser will convert to a contract upon acceptance and execution by the Board. Information pertinent to this agreement is stated below.

LEGAL DESCRIPTION & PIN: See the attached Exhibit A.

BID INFORMATION: In accordance with 105 ILCS 5/34-21, the Property was advertised for sale from March 27, 2015, to April 27, 2015. Bids were received by the Procurement Department on April 27, 2015, and pursuant to 105 ILCS 5/34-21, best and final bids were negotiated with the top two bidders. A summary of the bids is as follows:

	Bidder	Bid
Bidder 1	Washington Park Development Group	\$325,000
Bidder 2	Edward Rohn	\$3,500

APPRAISAL: In December 2014, a valuation of the Property was made for the benefit of the Board, which indicated a value as follows:

Appraiser: KMD Valuations Group, LLC Value: \$925,000 - \$1,125,000

RECOMMENDATION AND USE RESTRICTION: The Property is not needed for school purposes. The Property previously housed Overton Elementary School, which closed in 2013. The sale of the Property is in the best interests of the Board in accordance with 105 ILCS 5/34-21 (2011). The PBC and/or the City, as needed, shall include a restrictive covenant in the deed requiring that all or a portion of the building be used for one or more of the following purposes: (i) youth and/or adult recreational, educational, counseling and mentoring programs; (ii) career, trade and entrepreneurial business training programs; (iii) housing; (iv) retail; and (v) manufacturing and/or technology space. In addition, the restrictive covenant shall state that the Property may not be used for (i) the sale or manufacture of liquor, or (2) kindergarten through high school (K-12) public, charter or tuition-free school purposes. Title to the Property will automatically transfer to and vest in the City of Chicago in Trust for Use of Schools, or the Public Building Commission, as the case may be, if the restrictive covenant is breached without the express written approval of the Chief Operating Officer. The property shall be sold "as is, where is." The appraisal and the bids received were reviewed and it is recommended that the following bid be accepted:

Name: Address: Washington Park Development Group, LLC 10 East Garfield Boulevard, Chicago, Illinois 60615

Contact: Ghian Foreman / 773-339-4956

Offer:

\$325,000

AUTHORIZATION: Authorize the President and Secretary to execute the Offer to Purchase agreement and to modify the legal description if necessary upon receipt of a title commitment and survey. Authorize the City or PBC, as necessary, to issue a deed in favor of Washington Park Development Group. Authorize the General Counsel to take any and all actions required to effectuate this transaction. Authorize the General Counsel and Chief Operating Officer to execute any and all ancillary documents

required to administer or effectuate this transaction.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this transaction.

FINANCIAL: Proceeds (Purchaser's best and final offer, less closing costs) to be credited to the Capital Asset Fund.

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

EXHIBIT A

THE PROPERTY

The Board reserves the right to make changes as necessary to clarify or correct property information.

Property address: Former Overton main building site, 221 E. 49th St., Chicago, Illinois

PIN(s): 20-10-115-001

Legal Description:

LOT "A" IN THE CONSOLIDATION OF LOTS 13 TO 36, BOTH INCLUSIVE, IN HOBART'S SUBDIVISION OF THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT "A"

AND

PARCEL 1: LOTS 1 TO 7, INCLUSIVE, IN MCCORD'S RESUBDIVISION OF LOTS 10, 11 AND 12 IN BLOCK 3 IN HARDIN'S SUBDIVISION OF THE EAST HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTH WEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO

PARCEL 2: LOTS 7, 8 AND 9 (EXCEPT THE EAST 56.7 FEET OF SAID LOTS 7, 8 AND 9) IN BLOCK 3 IN HARDIN'S SUBDIVISION OF THE EAST HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTH WEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DISPOSITION OF BIDS RECEIVED FOR THE SALE OF PROPERTY LOCATED AT 2620 WEST HIRSCH STREET (FORMER VON HUMBOLDT ELEMENTARY MAIN BUILDING)

THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING DECISION:

That the Board request the City or Public Building Commission ("PBC"), as necessary, convey to IFF Von Humboldt, LLC, an Illinois limited liability company ("Purchaser"), the land located at 2620 West Hirsch Street, Chicago, Illinois ("Property") as further described herein. The Offer to Purchase Real Estate contained in the bid solicitation which has been executed by the Purchaser will convert to a contract upon acceptance and execution by the Board. Information pertinent to this agreement is stated below.

LEGAL DESCRIPTION & PIN: See the attached Exhibit A.

BID INFORMATION: In accordance with 105 ILCS 5/34-21, the Property was advertised for sale from March 27, 2015, to April 27, 2015. Bids were received by the Procurement Department on April 27, 2015, and pursuant to 105 ILCS 5/34-21, best and final bids were negotiated with the top two bidders. A summary of the bids is as follows:

	Bidder	Initial Bid	Best & Final Bid
Bidder 1	Svigos Asset Management, Inc.	\$2,600,000	\$3,326,000
Bidder 2	IFF Von Humboldt LLC	\$3,000,000	\$3,100,000

Pursuant to 105 ILCS 5/34-21 (2011), if there is more than one responsible bid, the Board may:

...negotiate separately with the 2 highest and best among such responsible bids and upon tentative agreement with one or both bidders, one or both of such bids may be submitted to the board for acceptance of one or rejection of both. Such negotiations may not result in a diminution of the terms of the sale of the real estate and must result in an agreement which is, in the reasonable judgment of the board, equal to or higher in value than the highest responsible bid.

The Offer submitted by Purchaser, IFF Von Humboldt, demonstrated development and repurposing plans for a "Community as a Campus" model consistent with the initiative adopted by the Community Action Council of Humboldt Park Chicago. Additionally, Purchaser demonstrated the integration of several partnerships, including the Puerto Rican Cultural Center, Parent Popular Institute, Youth Leadership Institute and Teacher/Administrator Leadership Institute.

APPRAISAL: In December 2014, an appraisal was made for the benefit of the Board for this property indicating a fair market value as follows:

Appraiser: KMD Valuations Group, LLC Value: \$2 million - \$2.7 million

RECOMMENDATION AND USE RESTRICTION: The Property is not needed for school purposes. The Property previously housed Von Humboldt Elementary School, which closed in 2013. The sale of the Property is in the best interests of the Board in accordance with 105 ILCS 5/34-21 (2011). The PBC and/or the City, as needed, shall include a restrictive covenant in the deed requiring that all or a portion of the building be used for one or more of the following purposes: (i) housing for existing and retired public school teachers; (ii) educational programs; (iii) office space; (iv) day care programs; and (v) supplementary café use. Title to the Property will automatically transfer to and vest in the City of Chicago in Trust for Use of Schools, or the Public Building Commission, as the case may be, if the restrictive covenant is breached without the express written approval of the Board's Chief Operating Officer. The property shall be sold "as is, where is." The appraisal and the bids received were reviewed and it is recommended that the following bid be accepted:

Name: IFF Von Humboldt, LLC

Address: 1 N LaSalle St, Suite 700, Chicago, Illinois

Contact: Robin Schabes
Offer: \$3,100,000

AUTHORIZATION: Authorize the President and Secretary to execute the Offer to Purchase agreement and to modify the legal description if necessary upon receipt of a title commitment and survey. Authorize the City or PBC, as necessary, to issue a deed in favor of IFF Von Humboldt, LLC. Authorize the General Counsel to take any and all actions required to effectuate this transaction. Authorize the General Counsel and Chief Operating Officer to execute any and all ancillary documents required to administer or effectuate this transaction.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this transaction.

FINANCIAL: Proceeds (Purchaser's best and final offer, less closing costs) to be credited to the Capital Asset Fund.

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts — The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

EXHIBIT A

THE PROPERTY

The Board reserves the right to make changes as necessary to clarify or correct property information.

Property address: Former De Duprey / Von Humboldt main building site, 2620 W. Hirsch St., Chicago, Illinois *

PIN: 16-01-211-008, 16-01-211-0106

Legal Description:

SOUTH 9 FEET OF LOT 3 ALL OF LOTS 10 TO 40 IN BLOCK 8 AND VACATED ALLEY IN H. M. THOMPSON'S SUBDIVISION IN THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

*Please note this <u>does not</u> include the former De Duprey / Von Humboldt branch site located at 1345 N. Rockwell St.

15-0722-OP4

DISPOSITION OF BIDS RECEIVED FOR THE SALE OF PROPERTY LOCATED AT 739 NORTH ADA STREET (FORMER NEAR NORTH ELEMENTARY)

THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING DECISION:

That the Board request the Public Building Commission of Chicago ("PBC") and/or the City of Chicago ("City"), as needed, convey to Svigos Asset Management, Inc., an Illinois corporation ("Purchaser"), the land and improvements located at the former Near North Elementary School site, 739 North Ada Street, Chicago, Illinois ("Property") as further described herein. The Offer to Purchase Real Estate contained in the bid solicitation, which has been executed by the Purchaser, will convert to a contract upon acceptance and execution by the Board. Information pertinent to this agreement is stated below.

LEGAL DESCRIPTION & PIN: See the attached Exhibit A.

BID INFORMATION: In accordance with 105 ILCS 5/34-21, the Property was advertised for sale from March 27, 2015, to April 27, 2015. Bids were received by the Procurement Department on April 27, 2015, and pursuant to 105 ILCS 5/34-21, best and final bids were negotiated with the top two bidders. A summary of the bids is as follows:

	Bidder	Bid
Bidder 1	Svigos Asset Management, Inc.	\$5,100,050
Bidder 2	Chicago-Ada, LLC	\$4,610,000

APPRAISAL: In December 2014, a valuation of the Property was made for the benefit of the Board, which indicated a value as follows:

Appraiser: Value: KMD Valuations Group, LLC \$2 million - \$2.8 million

RECOMMENDATION AND USE RESTRICTION: The Property is not needed for school purposes. The Property previously housed Near North Elementary School, which closed in 2013. The sale of the Property is in the best interests of the Board in accordance with 105 ILCS 5/34-21. The PBC and/or the City, as needed, shall include a restrictive covenant in the deed requiring that: (i) all or a portion of the building must be used for mixed-use residential and commercial/retail development; (ii) the exterior façade and building structure must be maintained to preserve the building's unique and historical character. Title to the Property will revert back to the City of Chicago, in Trust for Use of Schools, or the Public Building Commission of Chicago, as the case may be, as legal title holder of record for the benefit of the Board if this restriction is breached without the express written approval of the Board's Chief Operating Officer. In addition, as a contractual requirement, the Purchaser must apply for and use reasonable efforts to expeditiously seek landmark status with the City of Chicago's Commission on Chicago Landmarks. The Property shall be sold "as is, where is." The appraisal and the bids received were reviewed and it is recommended that the following bid be accepted:

Name:

Svigos Asset Management, Inc.

Address:

1 W. Dundee, Suite 200, Buffalo Grove, IL 60089

Contact:

Nick Vittore / 847-735-0656

Offer:

\$5,100,050

AUTHORIZATION: Authorize the President and Secretary to execute the Offer to Purchase agreement and to modify the legal description if necessary upon receipt of a title commitment and survey. Authorize the PBC and or the City, as necessary, to issue a deed in favor Svigos Asset Management, Inc. Authorize the General Counsel to take any and all actions required to effectuate this transaction. Authorize the General Counsel and Chief Operating Officer to execute any and all ancillary documents required to administer or effectuate this transaction.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this transaction.

FINANCIAL: Proceeds (Purchaser's bid price, less closing costs and seller's brokerage fee) to be credited to the Capital Asset Fund.

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

EXHIBIT A

THE PROPERTY

The Board reserves the right to make changes as necessary to clarify or correct property information.

Property address: Former Near North site, 739 N. Ada St., Chicago, Illinois

PIN(s): 17-08-104-001

Legal Description:

PARCEL 1: LOTS 5 THROUGH 18 INCLUSIVE IN BLOCK 4 OF TAYLOR'S SUBDIVISION OF BLOCK 1 OF ASSESSOR'S DIVISION OF THE EAST ½ OF THE NORTHWEST ½ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PARINCIPALMERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE EAST AND WEST 10 FOOT VACATED ALLEY LYING NORTH OF AND ADJOINING THE NORTH AND NORTHEAST LINE OF LOT 10, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 6 THROUGH 9 AND LYING WEST OF A LINE EXTENDING FROM THE EAST LINE OF LOT 10 TO THE SOUTH LINE OF LOT 5, ALL SET FORTH IN PARCEL 1.

President Vitale indicated that if there were no objections, Board Reports 15-0722-OP2 through 15-0722-OP4 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 15-0722-OP2 through 15-0722-OP4 adopted.

15-0722-RS1

RESOLUTION AUTHORIZING THE ISSUANCE OF
GENERAL OBLIGATION ALTERNATE BONDS
OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO
IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,160,000,000,
PURSUANT TO THE SCHOOL CODE AND THE LOCAL GOVERNMENT
DEBT REFORM ACT AND AUTHORIZING CERTAIN OTHER MATTERS

WHEREAS, pursuant to the provisions of Article 34 of the School Code of the State of Illinois, as amended (the "School Code"), the City of Chicago (the "City") constitutes one school district (the "School District"), which is a body politic and corporate by the name of "Board of Education of the City of Chicago" and which School District is governed by the Chicago Board of Education (the "Board"); and

WHEREAS, the Board has determined that it is advisable, necessary and in the best interests of the Board and the residents of the School District to construct, acquire and equip school and administrative buildings, site improvements and other real and personal property in and for the School District (the "Project"), all in accordance with the estimates of cost, including the Board's Capital Improvement Program, as from time to time approved and amended by the Board and on file in the office of the Secretary of the Board; and

WHEREAS, the cost of the Project, the cost of funding swap termination payments and fees or funding obligations or purchasing related investments of the Board (the "Funding") and the cost of refunding obligations of or issued on behalf of the Board (the "Refunding"), including legal, financial, bond discount, capitalized interest, termination payments and fees, printing and publication costs, reserves and other expenses, is estimated to be not less than \$1,160,000,000, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, such costs are expected to be paid for from available funds of the Board and from the proceeds of alternate bonds authorized to be issued at this time or from time to time pursuant to the Local Government Debt Reform Act, as amended (the "Act"); and

Whereas, it is necessary and for the best interests of the Board and the residents of the School District that the Project, the Funding and the Refunding be completed and in order to raise the funds required for such purpose, it will be necessary for the Board to borrow an amount not to exceed \$1,160,000,000 and in evidence thereof to issue alternate bonds, being general obligation bonds payable from any or all of the following sources: (i) not more than \$230,000,000 of the State Aid payments to be made to the Board in any year pursuant to Article 18 of the School Code, or such successor or replacement fund or act as may be enacted in the future, (ii) amounts allocated and paid to the Board

from the Personal Property Tax Replacement Fund of the State of Illinois pursuant to Section 12 of the State Revenue Sharing Act of the State of Illinois, as amended, or from such successor or replacement fund or act as may be enacted in the future, (iii) proceeds of all or any portion of a capital improvement tax levied and extended, and to be levied and extended, by the Board pursuant to Article 34 of the School Code, (iv) any monies lawfully available to and validly accepted by the Board pursuant to any currently existing or hereafter authorized and executed intergovernmental agreement by and between the School District and the City of Chicago (including, but not limited to, tax increment financing) or pursuant to an agreement with the Chicago Infrastructure Trust (as defined and described below), (v) school construction project or debt service grants and other amounts to be paid to the Board pursuant to the School Construction Law of the State of Illinois, the Riverboat Gambling Act or such successor or replacement acts as may be enacted in the future, (vi) investment returns and earnings from the Funding and the Refunding and the investment of any of the foregoing sources, (vii) rental income derived from Board property and (viii) grants and other payments to be paid to the Board by the United States of America or any department, agency or instrumentality thereof, which alternate bonds shall be issued from time to time by the Board in an aggregate principal amount not to exceed \$1,160,000,000, all in accordance with the School Code and the Act; and

WHEREAS, pursuant to and in accordance with the provisions of Section 15 of the Act, the Board is authorized to issue alternate bonds in an aggregate principal amount not to exceed \$1,160,000,000 for the purpose of providing funds to pay the costs of the Project, the Funding and the Refunding; and

WHEREAS, the Board desires to finance all or a portion of the costs of the Project, the Funding and the Refunding with proceeds of Bonds (as defined below) the interest on which is tax exempt pursuant to the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Code authorizes a school district to reimburse itself for capital expenditures that it made for capital improvements from the proceeds of such bonds, provided that certain requirements set forth in the Code are satisfied and the Board recognizes that it may incur such expenditures with respect to the Project (the "Induced Expenditures") prior to its receipt of the proceeds of any Bonds; and

WHEREAS, the Board declares that Induced Expenditures, if any, have been paid not more than sixty (60) days prior to the adoption of this Resolution or will be paid on or after the adoption of this Resolution; and

WHEREAS, the Board reasonably expects to reimburse all or a portion of any Induced Expenditures with the proceeds of the Bonds; and

WHEREAS, the Board intends to enact this Resolution to ensure that the reimbursements to the Board of the Induced Expenditures will satisfy the requirements of the Code.

Now, THEREFORE, Be It and It Is Hereby Resolved by the Chicago Board of Education of the Board of Education of the City of Chicago, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Determination to Issue Bonds. It is necessary and in the best interests of the Board and the residents of the School District to complete the Project, the Funding and the Refunding and that for such purposes, general obligation alternate bonds of the Board are hereby authorized to be issued and sold by the Board from time to time in an aggregate principal amount not to exceed \$1,160,000,000 (the "Bonds").

Section 3. Reimbursement. One of the purposes of this Resolution, and of all declarations of intent to reimburse expenditures made pursuant to this Resolution, if any, is to satisfy the requirements of the Code. The Board reasonably expects to reimburse all or a portion of the Induced Expenditures with the proceeds of the Bonds. The maximum principal amount of the Bonds to be issued for reimbursement of Induced Expenditures is \$700,000,000.

Section 4. Publication. This Resolution, together with a notice in the statutory form, shall be published in The Chicago Sun-Times, the same being a newspaper published and of general circulation in the School District, and if no petition, signed by 108,125 electors, the same being equal to 7.5% of the registered voters in the School District, asking that the issuance of the Bonds be submitted to referendum, is filed with the Secretary of the Board within thirty (30) days after the date of the publication of this Resolution and said notice, then the Bonds shall be authorized to be issued.

Section 5. Additional Resolutions. The Board may from time to time in the future adopt additional resolutions or proceedings supplementing or amending this Resolution providing for the issuance and sale of the Bonds and prescribing all the details of the Bonds, so long as the maximum amount of the Bonds as set forth in this Resolution is not exceeded and there is no material change in the Project, the Funding and the Refunding, or any other purposes described herein. Such additional resolutions or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This Resolution, together with such additional resolutions or proceedings, shall constitute complete authority for the issuance of the Bonds under applicable law.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

Section 7. Repealer. All resolutions or orders, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed.

STATE OF ILLINOIS)
COUNTY OF COOK)ss }
	CERTIFICATE OF RESOLUTION AND MINUTES
of Education (the "Bo	signed, do hereby certify that I am the duly qualified Secretary of the Chicago Board hard") of the Board of Education of the City of Chicago (the "School District"), and that the keeper of the records and files of the Board.
	certify that the foregoing is a full, true and complete transcript of that portion of the ng of the Board held on the 22nd day of July, 2015, insofar as same relates to the ion entitled:
bond princ Code	DLUTION authorizing the issuance of general obligation alternate its of the Board of Education of the City of Chicago in an aggregate cipal amount not to exceed \$1,160,000,000, pursuant to the School e and the Local Government Debt Reform Act and authorizing a bin other matters.
	complete copy of which said resolution as adopted at said meeting appears in the fithe minutes of said meeting.
conducted openly, the was held at a specified to all of the news of location where said of the holding of said attached hereto as provisions of the Ope School Code of the	certify that the deliberations of the Board on the adoption of said resolution were last the vote on the adoption of said resolution was taken openly, that said meeting at time and place convenient to the public, that notice of said meeting was duly given redia requesting such notice, that an agenda for said meeting was posted at the neeting was held and at the principal office of the Board at least 48 hours in advance d meeting, that a true, correct and complete copy of said agenda as so posted is Exhibit A, that said meeting was called and held in strict compliance with the en Meetings Act of the State of Illinois, as amended, and with the provisions of the State of Illinois, as amended, and that the Board has complied with all of the tand said Code and with all of the procedural rules of the Board.

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IN WITNESS WHEREOF I hereunto affix my official signature, this _____ day of

Estela G. Beltran

Secretary, Chicago Board of Education of the Board of Education of the City of Chicago

____, 2015.

PETITION

To the Secretary of the Chicago Board of Education of the Board of Education of the City of Chicago:

We, the undersigned, being registered voters of the Board of Education of the City of Chicago, do hereby petition you to cause the following question to be certified to the Board of Election Commissioners of the City of Chicago and to the Board of Election Commissioners of DuPage County, Illinois, in their respective capacities as Election Authority in said City and County, and submitted to the electors of the school district governed by said Board at the general primary election to be held on March 15, 2016:

Shall bonds in the amount of \$1,160,000,000 be issued by the Board of Education of the City of Chicago, said bonds being general obligation bonds payable from any or all of the following sources: (i) not more than \$230,000,000 of the State Aid payments to be made to said Board in any year pursuant to Article 18 of the School Code of the State of Illinois, as amended, or such successor or replacement act as may be enacted in the future, (ii) amounts allocated and paid to the Board from the Personal Property Tax Replacement Fund of the State of Illinois pursuant to Section 12 of the State Revenue Sharing Act of the State of Illinois, as amended, or from such successor or replacement fund or act as may be enacted in the future, (iii) proceeds of all or any portion of a capital improvement tax levied and extended, and to be levied and extended, by the Board pursuant to Article 34 of the School Code, (iv) any monies lawfully available to and validly accepted by the Board pursuant to any existing or hereafter authorized and executed intergovernmental agreement by and between the Board of Education of the City of Chicago and the City of Chicago (including, but not limited to, tax increment financing), or pursuant to an agreement with the Chicago Infrastructure Trust, (v) school construction project or debt service grants and other amounts to be paid to the Board pursuant to the School Construction Law of the State of Illinois, the Riverboat Gambling Act of the State of Illinois or such successor or replacement acts as may be enacted in the future, (vi) investment returns and earnings from funding obligations and refunding obligations or investments of the Board and the investment of any of the foregoing sources, (vii) rental income derived from Chicago Board of Education property, and (viii) grants and other payments to be paid to the Board by the United States of America or any department, agency or instrumentality thereof, which general obligation bonds would be issuable from time to time bearing interest per annum at not to exceed the maximum rate authorized by law at the time of the sale thereof, for the purpose of (i) paying the cost of constructing, acquiring and equipping school and administrative buildings, site improvements and other real and personal property in and for the school district governed by the Board, (ii) funding swap termination payments and fees or funding obligations or purchasing related investments of the Board, (iii) refunding obligations of or issued on behalf of the Board and related costs, (iv) paying interest to accrue on such Bonds, (v) funding any necessary reserves in connection with such Bonds and (vi) paying costs of issuance thereof?

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NAME	Address
	, Chicago, Illinois

PETITION

			/s/
ed and sworn to before me this	day of	2015	

[SEAL]

______/s.
Notary Public

__, Chicago, Illinois

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Notice of Intent To Issue Bonds And Right To File Petition

Notice is hereby given that pursuant to a resolution adopted on the 22nd day of July, 2015 (the "Resolution"), the Chicago Board of Education (the "Board") of the Board of Education of the City of Chicago (the "School District"), intends to issue alternate bonds (the "Bonds"), being general obligation bonds payable from any and all of the following revenue sources: (i) not more than \$230,000,000 of the State Aid payments to be made to the Board in any year pursuant to Article 18 of the School Code of the State of Illinois, as amended, or such successor or replacement act as may be enacted in the future, (ii) amounts allocated and paid to the Board from the Personal Property Tax Replacement Fund of the State of Illinois pursuant to Section 12 of the State Revenue Sharing Act of the State of Illinois, as amended, or from such successor or replacement fund or act as may be enacted in the future, (iii) proceeds of all or any portion of a capital improvement tax levied and extended, and to be levied and extended, by the Board pursuant to Article 34 of the School Code, (iv) any monies lawfully available to and validly accepted by the Board pursuant to any currently existing or hereafter authorized and executed intergovernmental agreement by and between the School District and the City of Chicago (including, but not limited to, tax increment financing) or pursuant to an agreement with the Chicago Infrastructure Trust, (v) school construction project or debt service grants and other amounts to be paid to the Board pursuant to the School Construction Law of the State of Illinois, the Riverboat Gambling Act or such successor or replacement acts as may be enacted in the future, (vi) investment returns and earnings from funding obligations and refunding obligations or investments of the Board and the investment of any of the foregoing sources, (vii) rental income derived from Board property, and (viii) grants and other payments to be paid to the Board by the United States of America or any department, agency or instrumentality thereof. If the revenue sources pledged to pay the Bonds are not sufficient, then ad valorem property taxes may be extended to pay the Bonds.

The Bonds shall be issued from time to time by the Board in an aggregate principal amount not to exceed \$1,160,000,000 and bearing interest per annum at not to exceed the maximum rate authorized by law at the time the Bonds are sold, for the purpose of (i) paying the cost of constructing, acquiring and equipping school and administrative buildings, site improvements and other real and personal property in and for the school district governed by the Board, in accordance with the Board's Capital Improvement Program, as approved and amended by the Board from time to time and on file in the office of the Secretary of the Board, (ii) funding swap termination payments and fees or funding obligations or purchasing related investments of the Board, (iii) refunding obligations of or issued on behalf of the Board and related costs, (iv) paying interest to accrue on such Bonds, (v) funding any necessary reserves in connection with such Bonds and (vi) paying costs of issuance thereof. A complete copy of the Resolution follows this notice.

Notice is hereby further given that if a petition signed by 108,125 or more electors of the School District (being equal to 7.5% of the registered voters in the School District) is submitted to the Secretary of the Board (the "Secretary") within thirty (30) days of publication of this notice and the Resolution, an election on the proposition to issue the Bonds shall be held on March 15, 2016. The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed with the Secretary within said 30-day period, the Bonds shall be authorized to be issued.

БуО	ider of the officago board	of Education of the Board of Education of the Oily o	n Onicago.
Dated this	day of	, 2015.	
		/s/ Estela G. Beltran	
		Secretary, Chicago Board of Education Board of Education of the City of	

By order of the Chicago Board of Education of the Board of Education of the City of Chicago

15-0722-RS2

RESOLUTION REQUEST THE PUBLIC BUILDING COMMISSION OF CHICAGO TO UNDERTAKE THE TONTI MODULAR PROJECT

WHEREAS, on July 12, 1956, the Board of Education of the City of Chicago (the "Board") joined in the organization of the Public Building Commission of Chicago (the "PBC"); and

WHEREAS, the PBC provides a means of facilitating the acquisition, construction and improvement of public improvements, buildings and facilities for use by various governmental agencies in the furnishing of essential governmental, educational, health, safety and welfare services; and

WHEREAS, the Board has heretofore participated in the acquisition and construction of public schools and other facilities to provide essential governmental services in cooperation with the PBC and various other governmental agencies; and

WHEREAS, the Board has determined that it is necessary, desirable, advantageous, and in the public interest to undertake various capital projects in conjunction with the City of Chicago and other governmental agencies; and

WHEREAS, the projects would maximize the utilization of educational facilities operated and maintained by the Board by providing new school educational options and enhanced recreational and other facilities and improving the community areas located in the vicinity of school property; and

WHEREAS, the estimated total cost of construction for the projects is anticipated not-to-exceed \$2,040,000 of which the Board has or will incur approximately \$50,000 of Project-related costs directly while the portion of the Project to be undertaken by the PBC is anticipated to be \$1,990,000.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CHICAGO BOARD OF EDUCATION:

- The PBC is hereby requested to complete the design and construction of the Tonti modular project on behalf of the Board. The Chief Financial Officer and the Chief Operating Officer are hereby authorized to deliver a Project Notification to the PBC, as defined in the Intergovernmental Agreement between the Board and the PBC, dated February 1, 2007 (the "IGA").
- 2. The Project is not part of the Modern Schools Across Chicago Program. The Project will be funded with capital funds generated in Fiscal Year 2015 or subsequent years. To the extent that other capital funds become available, the Board reserves the right to supplant Board Capital funds with other funding sources. The total cost of the Projects to be undertaken by the PBC shall not exceed \$1,990,000. This dollar amount is necessary to cover project costs, including planning, design, environmental, site preparation, contingency, management fees and construction. The project costs are appropriated in the FY16 Capital Budgets and miscellaneous capital funds.
- 3. The Board's General Counsel is hereby authorized to execute an assignment to the PBC of any and all contracts entered into by the Board in connection with this Project and to execute any and all other documents necessary to effectuate this transfer. Any such contract may include a requirement that all construction work is subject to the terms contained in Board's existing Project Labor Agreement.
- No cost may be incurred in excess of the level set forth in paragraph 2 above without prior Board approval.
- 5. This resolution is effective immediately upon its adoption.

15-0722-RS3

RESOLUTION AUTHORIZE APPOINTMENT OF MEMBERS TO LOCAL SCHOOL COUNCILS TO FILL VACANCIES

WHEREAS, the Illinois School Code, 105 ILCS 5/34-2.1, authorizes the Board of Education of the City of Chicago ('Board') to appoint the teacher, non-teacher staff and high school student members of local school councils of regular attendance centers to fill mid-term vacancies after considering the preferences of the schools' staffs or students, as appropriate, for candidates for appointment as ascertained through non-binding advisory polls;

WHEREAS, the Governance of Alternative and Small Schools Policy, B. R. 07-0124-PO2 ("Governance Policy"), authorizes the Board to appoint all members of the appointed local school councils and boards of governors of alternative and small schools (including military academy high schools) to fill mid-term vacancies after considering candidates for appointment selected by the following methods and the Chief Executive Officer's recommendations of those or other candidates:

Membership Category
Parent
Community
Advocate
Teacher
Non-Teacher Staff Member

Non-Teacher Staff Member JROTC Instructor

Student

Method of Candidate Selection

Recommendation by serving LSC or Board Recommendation by serving LSC or Board Recommendation by serving LSC or Board

Non-binding Advisory Staff Poll Non-binding Advisory Staff Poll

Non-binding Advisory Staff Poll (military academy high

schools only)

Non-binding Advisory Student Poll or Student Serving as Cadet Battalion Commander or Senior Cadet

(military academy high schools)

WHEREAS, the established methods of selection of candidates for Board appointment to fill midterm vacancies on local school councils, appointed local school councils and/or boards of governors were employed at the schools identified on the attached Exhibit A and the candidates selected thereby and any other candidates recommended by the Chief Executive Officer have been submitted to the Board for consideration for appointment in the exercise of its absolute discretion; WHEREAS, the Illinois School Code and the Governance Policy authorize the Board to exercise absolute discretion in the appointment process;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO:

- The individuals identified on the attached Exhibit A are hereby appointed to serve in the specified categories on the local school councils, appointed local schools and/or boards of governors of the identified schools for the remainder of the current term of their respective offices.
- 2. This Resolution shall be effective immediately upon adoption.

Exhibit A

SCHOOL

NEW APPOINTED MEMBERS

REPLACING

Sandra Moy-Lai	Angelita Perez-Figueroa	Budlong E. S.
Katherine Kampf	Anne Bulger	Clissold E. S.
Robert Bendik	Melisa Alvarado	Dore E. S.
Sara Seitz	Ben Mahon	Jones Coll. Prep. H. S
Kristine Hansberry	Thomas Cinoman	King Coll. Prep. H. S.
NON-TEACHER MEMBER	REPLACING	SCHOOL
Joanne Troesch	Charles Mills	King Coll. Prep. H. S.
STUDENT MEMBER	REPLACING	<u>SCHOOL</u>
Bria Randle	Position Vacant	Bowen H. S.
Takyla Jones	Position Vacant	King Coll. Prep. H. S.
Adelina Socite	Position Vacant	Rickover N. A. H. S.
Tiondra Turton	Position Vacant	Washington H. S.

15-0722-RS4

TEACHER MEMBER

RESCIND BOARD RESOLUTION 15-0422-RS2 THAT ENJOINED UPON THE VICE PRESIDENT THE DUTIES OF AN INTERIM CHIEF EXECUTIVE OFFICER

WHEREAS, the Rules of the Board of Education of the City of Chicago, Section 1-5 provides in part that the Chicago Board of Education (Board) Vice President "shall perform such duties as may be enjoined upon the Vice President by the Board"; and

WHEREAS, on April 22, 2015 under Board Resolution 15-0422-RS2, the Board enjoined upon the Board Vice President Jesse H. Ruiz the additional duties of an interim chief executive officer; and

WHEREAS, under Board Resolution 15-0422-RS2 the Board charged Vice President Jesse H. Ruiz with all powers and duties of the Chief Executive Officer and specified that while serving as interim chief executive officer the Vice President will refrain from any vote on Board business.

WHEREAS, the Board enjoined such additional duties on the Vice President until such time as Board Resolution 15-0422-RS2 is rescinded.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO:

The Board hereby rescinds Board Resolution 15-0422-RS2 effective July 27, 2015 and on such date Jesse Ruiz shall resume all duties as member and Vice President of the Chicago Board of Education, including voting on Board business.

15-0722-PO1

ADOPT STUDENT CODE OF CONDUCT FOR CHICAGO PUBLIC SCHOOLS EFFECTIVE SEPTEMBER 8, 2015

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Chicago Board of Education adopt the Student Code of Conduct ("SCC") including the CPS Anti-Bullying Policy, effective September 8, 2015, which is attached hereto.

DESCRIPTION: Modifications from the previous year's Student Code of Conduct are summarized below:

- (1) Minor revisions to the Anti-Bullying Policy to align with changes to Illinois School Code Section 27-23.7 (105 ILCS 5/27-23.7) regarding bullying prevention.
- (2) Minor revisions to the SCC to update citations and contact information.

TABLE OF CONTENTS

PURP	POSE	2
RIGHT	TS AND RESPONSIBILITIES	2
GENE	RAL REQUIREMENTS	4
SUSP	ENSION GUIDELINES	6
POLIC	CE NOTIFICATION GUIDELINES	7
STUD	ENT BEHAVIORS COVERED BY THE SCC	10
	Special Notes	10
	Individual School Rules and Academic Progress	10
	Cellular Phones and Other Information Technology Devices	10
	School Dress Codes and Uniform Policles	10
	Military and JROTC Programs	10
	Dating Violence Statement	11
	SCC and Other Laws, Policies, Rules, and Contracts	11
	Group 1 – Inappropriate Behaviors	12
	Group 2 - Disruptive Behaviors	13
	Group 3 – Seriously Disruptive Behaviors	14
	Group 4 – Very Seriously Disruptive Behaviors	16
	Group 5 – Most Seriously Disruptive Behaviors	18
	Group 6 – Illegal and Most Seriously Disruptive Behaviors	20
ANTI-E	BULLYING POLICY	22
	Form for Reporting Bullying and Retaliation	27
	EDURAL SAFEGUARDS FOR DISCIPLINE OF STUDENTS WITH ILLITIES/IMPAIRMENTS	28
	RENCE GUIDE FOR GROUPS 4, 5 AND 6 BEHAVIORS INVOLVING DANGEROUS CTS, WEAPONS OR LOOK-ALIKE WEAPONS	29
EXPUI	LSION HEARING AND EMERGENCY ASSIGNMENT GUIDELINES	31
	OWI FROMENT OF RECEIPT OF THE STUDENT CORE OF CONDUCT	22

1

STUDENT CODE OF CONDUCT Effective September 8, 2015

PURPOSE

The Chicago Public Schools (CPS) Student Code of Conduct (SCC) supports our schools in maintaining safe, nurturing, participatory and productive learning environments. In order to maximize learning time and promote positive behaviors, every school must establish multi-tiered systems of support for students' social, emotional and behavioral needs. This includes developing clear expectations, teaching social-emotional competencies, and fostering positive relationships among all members of the school community. Chicago Public Schools is committed to an instructive, corrective, and restorative approach to behavior. If behavior incidents arise that threaten student and staff safety or severely disrupt the educational process, the response should minimize the impact of the incident, repair harm, and address the underlying needs behind student behaviors. In accordance with the SCC, all disciplinary responses must be applied respectfully, fairly, consistently, and protect students' rights to instructional time whenever possible.

A safe, welcoming, and productive school requires the support of all staff, students, and families.

RIGHTS AND RESPONSIBILITIES

Student Rights

- . To receive a free high-quality public education
- · To be safe at school
- · To be treated fairly, courteously, and respectfully
- . To bring complaints or concerns to the school principal or staff for resolution
- To tell his/her side of the story before receiving a consequence
- To be told the reason(s) for any disciplinary action verbally and in writing
- To be given information about appealing disciplinary actions
- To express opinions, support causes, assemble to discuss issues, and engage in peaceful and responsible demonstrations

Student Responsibilities

- · To read and become familiar with this policy
- To attend school daily, prepare for class, and complete class and homework assignments to the best of his/her ability
- To know and follow school rules and instructions given by the school principal, teachers, and other staff
- To tell school staff about any dangerous behavior or bullying that occurs at school, on the way to and from school, or in the school community
- · To bring to school only those materials that are allowed
- To treat everyone in the school community with respect
- · To respect school property, community property, and the property of others

Parent/Guardian Rights

- To be actively involved in their child's education
- · To be treated fairly and respectfully by the school principal, teachers, and other staff
- To access information about the Chicago Board of Education (Board) policies and procedures
- To be notified promptly if their child is disciplined for inappropriate or disruptive behavior and informed
 of the consequences assigned
- · To appeal disciplinary actions taken
- To receive information about their child's academic and behavioral progress

Parent/Guardian Responsibilities

- · To read and become familiar with this policy
- To make sure their child attends school regularly, on time, and to notify the school before the school day begins if their child is absent
- To give the school accurate and current contact information
- · To tell school officials about any concerns or complaints respectfully and in a timely manner
- To work with the school principal, teachers, and other staff to address any academic or behavioral concerns regarding their child
- . To talk with their child about the behavior expected in school
- · To support their child's learning and school activities at home
- · To be respectful and courteous to staff, other parents, guardians, and students
- · To respect other students' privacy rights

School Staff Rights

- · To work in a safe and orderly environment
- To be treated courteously and respectfully
- To bring complaints or concerns to school administration, Network and District offices
- To receive supportive professional development and resources

School Staff Responsibilities

- To explicitly teach, re-teach and model clear behavioral expectations to all students
- . To actively supervise all areas of the school building and use positive strategies to redirect behavior
- . To provide engaging learning activities that minimize opportunities for disruption
- To intervene early and de-escalate inappropriate behaviors
- To identify and respond effectively to students' social, emotional, and/or behavioral health needs, including referring students for additional support when necessary
- . To treat everyone in the school community fairly and with respect
- For administrators to review the circumstances surrounding each situation and exercise their discretion to assign interventions/consequences in the best interest of the school community
- For administrators to apply the SCC accurately, consistently, and in a non-discriminatory manner, including providing students with opportunities to respond, notifying parent/guardians when disciplinary action is taken, and recording all disciplinary action in IMPACT

Chief Executive Officer or Designee Responsibilities

- To monitor the implementation of prevention strategies and the safety and security program in each school
- To systematically monitor and publish suspension, expulsion, and other disciplinary data disaggregated by race/ethnicity, sex, limited English proficiency, and disability
- To prepare recommendations for improving school discipline
- To create guidelines for effective school discipline
- To establish procedures for reciprocal reporting with the Chicago Police Department

GENERAL REQUIREMENTS

The SCC applies to students at all times during the school day, while on school property, while traveling to and from school, at any school-related event, on any vehicle funded by CPS (such as a school bus), and while using the CPS network.¹

The SCC also applies to student behavior outside of school if. (1) a student engages in a Group 5 or 6 behavior, and (2) the behavior disrupts or may disrupt the educational process or orderly operation of the school. This includes seriously inappropriate behavior on social networking websites that disrupts or may disrupt the educational process or orderly operation of the school.

To address inappropriate behavior, school administrators must comply with the *Guidelines for Effective Discipline* which shall be issued by the Office of Social & Emotional Learning. At a minimum, a principal or his/her designee must:

- Redirect to correct behavior. All adults should redirect students to correct inappropriate behavior and minimize the likelihood of the behavior escalating or recurring.
- Intervene to minimize disruption, resolve conflict, and as necessary to keep students and staff safe.
 If a student has been injured, make every reasonable effort to immediately notify the parents/guardians.
- 3) Gather Information by talking to all students, teachers, school staff, or other witnesses to the incident. When student misbehavior is reported to the school principal or designee, an investigation must begin no later than the next school day. If a search of the student, his/her locker, desk, or personal belongings needs to be conducted, follow the Board's Search and Seizure Policy (http://policy.cps.edu/download.aspx?ID=190). Identify factors that may have contributed to the incident and seek to understand the full context.
- 4) Analyze whether the student's alleged behavior falls within the SCC using the information gathered. If so, determine the Group level of disruption caused by the inappropriate behavior, identify the inappropriate behavior listed, and consider the range of possible interventions and consequences.
- 5) Discuss with the student and provide the opportunity to explain his/her actions.
 - a) Inform the student of the inappropriate behavior s/he may have exhibited, the applicable SCC behavior category, and the range of possible interventions and consequences.
 - b) Allow the student to respond and explain his/her actions.
 - c) Make reasonable efforts to contact the parents/guardians and discuss the incident with them before assigning interventions and consequences.
 - d) No student shall be sent home before the end of the school day unless the school has established contact with the student's parent/guardian and provided written notice of a suspension.
- 6) Make a determination and assign interventions or consequences according to the SCC.
 - Determine whether it is more likely than not that the student engaged in the identified SCC inappropriate behavior and the intervention or consequence most likely to address the cause of the behavior
 - b) The principal or designee has the final authority to assign interventions and consequences based on his/her independent assessment of the best interest of the school community, including available school resources, the needs of any student or staff harmed, and the rights of the student engaged in inappropriate behavior, in alignment with the SCC.
 - Follow the special procedures contained in the Procedural Safeguards section for students with disabilities and students with Section 504 Plans.
 - d) Avoid consequences that will remove the student from class or school, if possible. Use out-of-school suspensions as a last resort and only when in-school interventions and consequences are insufficient to address the student's inappropriate behavior.

The CPS network means systems, computer resources, and infrastructure used to transmit, store, and review data or communicate over an electronic medium and includes, but is not limited to, the E-mail system(s), collaboration systems, databases, hardware, telecommunication devices, information systems, internet service, distance learning tools, the CPS intranet system or CPS mainframe systems, whether owned or contracted by the Board or otherwise used for school purposes. Students are subject to the requirements in the Policy on Student Acceptable Use of the CPS Network (http://policy.cps.edu/download.espx?ID=203).

- e) If a student is suspended, the principal or his/her designee may choose to give the student a combination of out-of-school and skill-building in-school suspension days. The out-of-school suspension must be served first and the combined total of out-of-school and in-school suspension days must not exceed the limits available for each Group level.
- f) School staff members must not use public disciplinary techniques and must respond to inappropriate student behavior as confidentially as possible.
- g) No restrictions may be placed on food options or recess activities as a behavior consequence. Silent group lunches are expressly prohibited.
- 7) Complete report in IMPACT for all inappropriate behaviors under the SCC. Hand-deliver to the parents/guardians or mail a copy of the misconduct report to the student's home address.
- Inform parents/guardians of their right to appeal if they believe that the consequence is unwarranted or excessive.
 - a) The parents/guardians have the right to ask the principal to review the consequence assigned and to reconsider the decision.
 - b) If a student has been suspended or referred for an expulsion hearing, the parents/guardians may appeal by contacting the Office of Family & Community Engagement (FACE) at 773/553-FACE (773/553-3223) or the Network Chief of Schools ("Network Chief") or his/her designee (contact information available at www.cps.edu/Networks). The Network Chief or designee will review the appeal and determine:
 - · whether any factual errors were made in the principal's investigation,
 - whether the documentation of the student's behavior aligns to the recorded SCC behavior category.
 - · whether prior interventions were attempted when appropriate,
 - whether the length of the suspension was commensurate with the student's inappropriate behavior, and
 - in the case of a request for an expulsion hearing, whether the request was appropriate.
 - The Network Chief or designee's decision shall be final. The term of a student's suspension or request for an expulsion hearing is not halted by the parents/guardians' appeal.
 - c) If a student has been expelled, the parents/guardians may appeal the final determination in writing and send additional evidence not available at the time of the expulsion hearing to the Chief Executive Officer's designee, the Department of Student Adjudication (773/553-2249). The decision of the CEO or designee regarding the appeal shall be final. The start of a student's expulsion is not delayed by the parents/guardians' appeal.
- 9) Restore the student's participation in the school community.
 - a) If the student received an out-of-school suspension for three (3) or more days, the principal or designee must develop a plan to support the student's transition back into the school community, including strategies for preventing future behavior incidents, restoring relationships, and addressing the student's ongoing social, emotional, and academic needs, with input from the student and parents/guardians. For more information, see Guidelines for Effective Discipline.
 - b) When a student is set to return from an expulsion and has been attending the Safe Schools Alternative Program, school administrators must attend a transition meeting, which should include the student, parents/guardians, and alternative school staff members, to discuss the student's return and prepare for a successful transition.

SUSPENSION GUIDELINES

Students in grades pre-kindergarten through second may NOT be assigned in-school or out-of-school suspensions. If a student in pre-kindergarten through second grade exhibits behavior that presents an imminent endangerment to the physical, emotional, or mental safety of specific students/staff, the Network Chief or designee may grant an exception and assign an emergency one-day in-school or out-of-school suspension after the student's parent/guardian has been notified. During the suspension, the principal or designee must develop a plan addressing the safety of students/staff and including strategies for preventing future behavior incidents, restoring relationships, and addressing the student's ongoing social, emotional, and academic needs.

Skill-Building In-School Suspension

A skill-building in-school suspension is the removal of a student from his/her regular educational schedule for more than 60 minutes of the school day to an alternative supervised setting inside the school building to engage in structured activities that develop academic, social, emotional, and/or behavioral skills.

A student in grades third through twelfth may be assigned a skill-building in-school suspension if:

- Skill-building in-school suspension is listed as an available consequence for the SCC behavior category, and
- The student was informed of his/her reported misbehavior, provided an opportunity to respond, and reasonable efforts were made to contact the parents/guardians, and
- A copy of the misconduct report (generated in IMPACT) was provided to the student's parents/guardians.

Out-of-School Suspension

An out-of-school suspension is the removal of the student from class attendance or school attendance. When a student is removed from school in response to an inappropriate behavior, the removal counts as the first day of an out-of-school suspension.

A student in grades third through twelfth may be assigned an out-of-school suspension if:

- Out-of-school suspension is listed as an available consequence for the SCC behavior category, and
- The principal or designee determines that the student's attendance at school presents an imminent endangerment to the physical, emotional, or mental safety of specific students/staff and this threat is documented in IMPACT, or
- The principal or designee determines that the student's behavior has caused chronic or extreme interruption to other students' participation in school activities and prior interventions have been utilized and documented in IMPACT, and
- The student was informed of his/her reported misbehavior, provided an opportunity to respond, and reasonable efforts were made to contact the parents/guardians, and
- A copy of the misconduct report (generated in IMPACT) was provided to the student's parents/quardians.

A student serving out-of-school suspension is not allowed to come onto school property, participate in extracurricular activities, or attend school-sponsored events. A student may be considered trespassing if he or she comes onto school grounds while suspended out of school.

Out-of-school suspensions are excused absences. The principal must ensure that a student serving suspension is able to obtain homework, and upon the student's return, provided with the opportunity to make up any quizzes, tests, special projects, or final exams given during the period of suspension.

A student serving suspension must be allowed to take state assessments at school and may participate in test preparation activities with Network Chief approval. The student's attendance will still be marked as suspended. The Network Chief must approve any other exception to the out-of-school suspension guidelines. If approved by the CEO's designee, a student suspended for more than three (3) days may be required to attend a District-sponsored program during the term of suspension.

POLICE NOTIFICATION GUIDELINES

School administrators contact the Chicago Police Department (CPD) in two situations: (1) to seek assistance with an emergency situation, or (2) to notify law enforcement of a criminal act.

Emergency

School administrators have the responsibility to call 9-1-1 in situations they determine to be emergencies.

In an emergency situation, administrators must make reasonable efforts to notify parents/guardians immediately after contacting CPD.

Criminal Acts

When a student engages in illegal activity, it may be necessary for school staff to report the act to CPD. In this situation, school officials contact CPD to report violations of the law. School officials must not contact CPD merely to request removal of a disruptive student from the school in a non-emergency situation.

In a non-emergency situation, administrators must make reasonable efforts to contact parents/guardians prior to contacting CPD.

The inappropriate behaviors that are clear violations of criminal law are identified in the next section with an asterisk (*) before the specific inappropriate behavior. The inappropriate behaviors that may be violations of criminal law are identified in the next section with a double asterisk (**) before the specific inappropriate behavior.

School officials must assess the situation before determining whether or not to contact CPD to report a criminal act. School officials should consider factors including:

- Whether the student distributed or was in possession of illegal drugs, narcotics, controlled substances, or "look-alikes" of such substances. If so, CPD must be notified.
- Whether the student was in possession of a firearm.² If so, CPD must be notified.
- The severity of the criminal violation and the degree of harm to the school community,
- Whether a person was physically injured as a result of the student's conduct,
- . Whether the student presents an imminent danger to the health, safety, or welfare of others, and
- The student's age. For a student in fifth (5th) grade or below, school staff must consult with the Law Department (773/553-1700) prior to reporting the act to CPD.

Once school staff members contact CPD, the responding police officers ultimately will determine whether or not to investigate, arrest, and/or take any other steps in response. School principals and staff do not have the authority to decide whether a student will be arrested. Moreover, responding police officers do not have the authority to decide whether a student will receive interventions or consequences at school. The school principal will use the SCC to determine the appropriate intervention(s) and/or consequence(s) to address a student's behavior.

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² See Reference Guide for definition.

Possible Violations of Criminal Law Consider factors above brior to notifying CPD	Violations of Criminal Law *Consider factors above prior to notifyling CPD
	 Knowingly or intentionally using the CPS network or information
• Forgery (3-7)	technology devices to spread viruses to the CPS network (4-12)
 False activation of a fire alarm that does not cause a school facility to 	Aggravated assault (5-1)
be evacuated or does not cause emergency services to be notified (4-	 Burglary (5-2) Theft or reseassion of stolen property that costs more than \$150 (5-3)
1) • Exertion (4.9)	Gang activity or overt displays of gang affiliation (5-6)
• Extorion (+-2)	· Engaging in any other illegal behavior which interferes with the
• Vandalism or criminal damage to property that costs less than \$500	school's educational process, Including attempt (5-8)
(4-4)	 Persistent or severe acts of sexual harassment (5-9)
• Battery or aiding or abetting in the commission of a battery which	 Faise activation of a fire alarm which causes a school facility to be everygated or causes emergency services to be notified (5-10)
does not result in a physical injury (4-5)	• Battery, or aiding or abetting in the commission of a battery, which
• Fighting – more than two people and/or involves injury (4-6)	results in a physical injury (5-12)
• Theft or possession of stolen property that costs less than \$150 (4-7)	 Use of any computer, including social networking websites, or use of
• Possession, use, sale, or distribution of meworks (4-6)	any information technology device to threaten, stalk, harass, buily or
	otherwise intimidate others, or hacking into the CPS network to
 Use of intimidation, credible threats of violence, coercion, or 	access student records or other unauthorized information, and/or to
persistent severe bullying (5-4)	otherwise circumvent the information security system (5-14)
• Inappropriate sexual conduct (5-7)	 Vandalism or criminal damage to property that costs more than \$500
 Second or repeated violation of Behavior 4-14, use or possession of 	or that is done to personal property belonging to any school personnel
alcohol in school or at a school related function or before school or	(5-15)
before a school related function (5-18)	 Use or possession of illegal drugs, narcotics, controlled substances,
	"look-alikes" of such substances, or contraband, or use of any other
	substance for the purpose of intoxication in school or at a school
	related function or before school or before a school related function
	(5-17)
	Participating in a moder section (3-19) The performance and the performance of a finance desired The performance and the performance of the
	or other weapon or "look-alikes" of weapons, or use or intent to use
	any other object to inflict bodily harm (6-1)
	 Intentionally causing or attempting to cause all or a portion of the CPS
	network to become inoperable (6-2)
	• Arson (6-3)
	Bomb threat (6-4)
	 Robbery (6-5)
	 Sale, distribution, or intent to sell or distribute alcohol, illegal drugs,
	narcotics, controlled substances, "look-alikes" or such substances,
	contraband, or any other substance used for the purpose of

intoxication, or second or repeated violation of Behavior 5-17 (6-6)
Sex acts which include the use of force (6-7)
 Aggravated battery, or aiding and abetting in the commission of an
aggravated battery (6-8)
• Murder (6-9)
Attempted murder (6-10)
Kidnapping (6-11)
• Theft or possession of stolen property that costs more than \$1,000 (6-
12)

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STUDENT BEHAVIORS COVERED BY THE SCC

This section identifies the specific inappropriate behaviors for which students will receive interventions and/or consequences. The behaviors are listed in six different groups, according to the degree of disruption to the learning environment.

- Group 1 lists behaviors that are inappropriate.
- Group 2 lists behaviors that disrupt.
- Group 3 lists behaviors that seriously disrupt.
- Group 4 lists behaviors that very seriously disrupt.
- Group 5 lists behaviors that most seriously disrupt.
- Group 6 lists behaviors that are illegal and most seriously disrupt.

Special Notes:

Individual School Rules and Academic Progress

Individual schools may develop school rules that are consistent with this SCC and may address inappropriate student behaviors not specifically included in this SCC. However, poor academic achievement is not an inappropriate behavior. The SCC and school rules may not be used to discipline students for poor academic progress or failure to complete in-class and homework assignments. Instead, struggling students should be considered for academic or behavioral interventions to help them improve. Also, students must not be disciplined for the parents/guardians' refusal to consent to the administration of medication.

Cellular Phones and Other Information Technology Devices³

A principal may allow students to possess cellular phones or other information technology devices by creating a school policy identifying when the items may be authorized, used, and how they must be kept. A principal may also prohibit cellular phones and other information technology devices but allow individual students to possess them for any good cause after considering a written request from a parent/guardian. If a principal denies a parent/quardian's request, the parent may appeal to the Network Chief or his/her designee. Unless approved by the principal, cellular phones and other information technology devices are not allowed at school.

School Dress Codes and Uniform Policies

Local School Councils may adopt a dress code policy that forbids students from wearing certain items or a uniform policy that requires students to wear a specific uniform. Dress codes and uniform policies should be gender-neutral. Students who fail to follow a school's dress code or uniform policy may be given detentions or excluded from extracurricular activities, but may not be barred from attending class. A student may receive additional consequences for violating a school's dress code or uniform policy if the student's dress disrupts or may disrupt the educational process. For example, a student may receive a consequence for wearing clothing or accessories that display gang affiliation. This paragraph does not apply to students enrolled in Military Academies or JROTC Programs.

Military and JROTC Programs

Board-designated military academies and other JROTC programs may enforce standards of conduct and intervention or consequences that are consistent with the military nature of those schools and programs, in addition to the standards of conduct and intervention or consequences described in this SCC. Students enrolled in a military academy who repeatedly engage in acts of gross misconduct or insubordination (student act that defies a lawful and appropriate direct order of a superior ranked officer, staff member or another student), or who repeatedly fall or refuse to wear the required military uniform, may be subject to administrative transfer by the military academy principal to another school (or in the case of a JROTC program, dismissal from the program). Prior to an administrative transfer, a conference

³ These include, but are not limited to: computers, cellular phones used to exchange or access information, pagers, and personal digital assistants or handheld devices, that are used to access the internet, electronic mail or other information sites and that may or may not be physically connected to the network infrastructure.

must be held with the parents/guardians, student, military academy principal, and a designee of the Chief Executive Officer. Students who have been transferred for administrative reasons from any military academy must be accepted by their attendance area school. Students who have been given an administrative transfer to another Chicago public school or expelled from the Chicago Public Schools lose all rank and privileges at the JROTC military academies and must reapply to the JROTC program and the military academies for enrollment. Upon their child's enrollment at a military academy, parents/guardians shall be informed of the uniform policy, expectations of the military academy, and the administrative transfer policy, and shall indicate by signature their agreement to adhere to the terms of these policies.

Dating Violence Statement

Any school employee who is notified by a parent, guardian or student, or who reasonably suspects, that a student has been the victim of dating violence shall immediately report that information to the principal/designee. Dating violence includes violent and controlling behavior that an individual uses against a girlfriend or boyfriend, such as physical, emotional, or sexual abuse, yelling, threats, name-calling, threats of suicide, obsessive phone calling or text messaging, extreme jealousy, possessiveness, and stalking. School staff shall promptly and reasonably investigate allegations of dating violence and issue appropriate discipline based on their findings. The principal shall ensure that the student victim of dating violence receives appropriate support services in accordance with the Board's Policy on Domestic Violence, Dating Violence and Court Orders of Protection, Restraint or No Contact (http://policy.cps.edu/download.aspx?ID=43).

SCC and Other Laws, Policies, Rules, and Contracts

The inappropriate behaviors and range of possible consequences and interventions listed in this policy are consistent with the Illinois School Code, Board Rules and Policies, negotiated agreements, and all other applicable state and federal laws.

The SCC applies to CPS contract and performance schools.

CPS charter schools are exempt from local school board policies under Illinois law (105 ILCS 5/27A). Charter schools may choose to adopt the SCC or establish their own discipline policies. Charter schools are not exempt from federal and most state laws, the Individuals with Disabilities Education Act (IDEA) or from federal and state regulations as they pertain to discipline of students with disabilities/impairments. If a charter school establishes its own discipline policy, it must incorporate language from and compty with the guidelines for suspension and expulsion of students with disabilities/impairments outlined in this policy. Charter schools must also compty with policies and procedures established by the Office of Diverse Learner Supports and Services for the discipline of students with disabilities. Students expelled from charter schools should contact the Department of Student Adjudication at 773/553-2249 for assistance.

Corporal punishment is expressly prohibited. Chicago Board of Education Rule 6-21 states: "No employee of the Board of Education may inflict corporal punishment of any kind upon persons attending the public schools of the City of Chicago."

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	GROUP 1	UP 1	
	INAPPROPRIATE BEHAVIOR		AVAILABLE INTERVENTIONS AND CONSEQUENCES
1-1	Running and/or making excessive noise in the hall or building	•	Documented Teacher, Student, Parent/Guardian, and/or
7	Leaving the classroom without permission	_	Administrator Conference focused on expectation violated, cause of
<u>ჯ</u>	Engaging in any behavior that is disruptive to the orderly		behavior, and strategy to prevent recurrence
	process of classroom instruction	•	Recommended instructive, corrective, or restorative response (see
4	Loitering, or occupying an unauthorized place in the school or	_	Guidelines for Effective Discipline)
	on school grounds	•	 Detention – lunch. before school. after school. or Saturday
<u>.</u>	Failing to attend class without a valid excuse		
1	Persistent tardiness to school or class (3 or more incidents per		
	semester)		
1-7	Use of the CPS network for the purpose of accessing non-		
	educational materials, such as games and other inappropriate		
	materials ⁴		
ر ھ	Unauthorized use or possession of cellular telephones or other		
	information technology devices		

4 Students may be suspended from CPS network privileges for improper use of the CPS network for one to five days, in addition to any other interventions and consequences listed.

	GROUP 2	UP 2	2
	DISRUPTIVE BEHAVIOR	€ "	AVAILABLE INTERVENTIONS AND CONSEQUENCES (Whenever possible, interventions and consequences that do not exclude the student from his/her regular educational schedule should be attempted first.)
2-1	Posting or distributing unauthorized written materials on school Administrator Conference focused on expectation violate	٠	Documented Teacher, Student, Parent/Guardian, and/or Administrator Conference focused on expectation violated
2-5	Leaving the school without permission		behavior, and strategy to prevent recurrence
2-3	Interfering with school authorities and programs through	•	Recommended instructive, corrective, or restorative response (see
	walkouts or sit-ins		Guidelines for Effective Discipline)
7-7	Initiating of participating in any unacceptable minor physical actions	•	Detention – lunch, before school, after school, or Saturday
2-5	Failing to abide by school rules and regulations not otherwise	•	okiii-building in-school suspension up to three days
	listed in the SCC ·		
5 9	Exhibiting or publishing any profane, obscene, indecent,		
	immoral, libelous, or offensive materials, or using such		
	language or gestures		
2-7	Possession (physical control over, such as contained in		
	ciothing, lockers, or bags) and/or use of tobacco or nicotine		
	products, matches, or cigarette lighters	_	
78	Disregard for the instructions or direction of school personnel		
	causing interruption to other students' participation in school		
	activities		
2-9	Failing to provide proper identification		
2-10	Unauthorized use of school parking lots or other areas		
2-11	Use of the CPS network for the purposes of distributing or		
	downloading non-educational material		

* Students may be suspended from CPS network privileges for improper use of the CPS network for five to ten days (for first violation) or up to one semester (for second or subsequent violation), in addition to any other interventions and consequences listed.

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	SERIOUSLY DISRUPTIVE BEHAVIOR	AVAILABLE INTERVENTIONS AND CONSEQUENCES
		(Whenever possible, interventions and consequences that do not
		exclude the student from his/her regular educational schedule should be attempted first.)
3-1	Disruptive behavior on the school bus ⁸	 Documented Teacher, Student, Parent/Guardian, and Administrator
**3-2	Gambling - participating in games of chance or skill for money	conference focused on expectation violated, cause of behavior, and
	or things of value	strategy to prevent recurrence
3-3.	Fighting 7 - physical contact between two people with intent to	 Recommended instructive, corrective, or restorative response (see
	harm, but no injuries result	Guidelines for Effective Discipline)
ё 4	Profane, obscene, indecent, and immoral or seriously offensive	 Detention – lunch, before school, after school, or Saturday
	language and gestures, propositions, behavior, or harassment	 Skill-building in-school suspension up to three days
	based on race, color, national origin, sex, gender, sexual	
	orientation, age, religion, gender identity, gender expression or	ADDITIONAL CONSEQUENCES AVAILABLE FOR REPEATED
	disability	GROUP 3 INAPPROPRIATE BEHAVIOR
3-2	Second or more documented violation of a Group 1 or 2	 Skill-building in-school suspension, out-of-school suspension, or
	behavior category ⁸	combination in-school and out-of-school suspension up to three
3-6	Any behavior not otherwise listed in Groups 1 through 3 of this	days
	SCC that seriously disrupts the educational process	Request for disciplinary reassignment ¹²
7-6**	Forgery - false and fraudulent making or altering of a document	
	or the use of such a document	
ဗု	Plagiarizing, cheating and/or copying the work of another	
	student or other source	
ი- წ	Overt display of gang affiliation	
3-10	Bullying behaviors - conduct directed towards a student that	
	can be reasonably predicted to cause fear of physical or mental	
	harm, harm to property, and/or interfere with student's ability to	

* Behaviors marked with two asterisks indicate that the misconduct may be a violation of the law.

* In addition to other disciplinary actions, a student who engages in disruptive behavior on the school bus may be subject to suspension from bus service for a period to be determined by the school phropal with review by the Chief Executive Officer or designee.

* It is not an act of misconduct to defend oneself as provided by the law.

* It is not an act of misconduct to defend oneself as provided by the law.

* Ever example, a student's first time failing to provide proper identification would be recorded as a 3-5 behavior category and available consequences would include skill-building in-school suspension up to three days. A student's straining to provide proper identification would be recorded as a 3-5 behavior category, repeated Group 3 inappropriate behavior, and available consequences would include skill-building in-school suspension up to three days.

* A gang is any onloging organization or group of three or more persons having as one of its primary activities the commission of one or more criminal activity. Gang activity means any act (e.g., reacultiment with use of intimidation, lagging or marking, assault, battery, that, trespassing, or extortion) performed by a gang member or on behalf of a gang, and inherded to further a common criminal objective. An overt display of gang affiliation means any act (e.g., wearing clothing or paraphernalia, displaying and stivity and over displays of gang affiliation can be implied from the calaracter of the acts and the circumstances surrounding the misconduct. Repeasated violations of Behavior 3-9 of the SCC may result in a referral for an expulsion heaving and should be submitted as Behavior 3-8 of the SCC may result in a referral for an expulsion per approximation and performent and an approximation and a signal or marking and a support or such that are an activity as a behavior 3-8 of the SCC may result in a referral for an expulsion per an activity means an acti

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participate in school or school activities (see Anti-Bullying Policy for full definition before assigning an intervention or consequence) 3-11 Use of cellular telephones or other information technology device to harass, incite violence, or interrupt other students participation in school activities, including use of device to record others without permission or unauthorized distribution of recordings. 3-12 Inappropriately wearing any JROTC or Military Academy Uniform on off school grounds. 3-13 Use of the CPS network for a seriously disruptive purpose not	participate in school or school activities (see Anti-Bullying Policy for full definition before assigning an intervention or	consequence) Use of cellular telephones or other information technology	device to harass, incite violence, or interrupt other students'	participation in school activities, including use of device to record others without permission or unauthorized distribution of		nappropriately wearing any JROTC or Military Academy	spu	Use of the CPS network for a seriously disruptive purpose not
	participate in school or s Policy for full definition be		device to harass, incite vic	participation in school acti record others without permit	recordings 10	_	Uniform on or off school grou	

¹² Disciplinary reassignment is the transfer of a student from his or her current CPS school to another CPS school for disciplinary reassignments must be approved and facilitated by the Network Chief of Schools or his or her designee. For further information, refer to the Board's Comprehensive Policy on the Enrollment and Transfer of Students in the Chicago Public Schools, as may be armended (http://policy.cps.acu/download.aspx?iD=50).
¹³ Students may be suspended from CPS network privileges for improper use of information technology devices for one semester (for first violation) or up to one year (for second or subsequent violation), in addition to any other interventions and consequences listed.
¹³ Students may be suspended from CPS entwork privileges for improper use of the CPS network for one semester (for first violation) or up to one year (for second or subsequent violation), in addition to any other interventions and consequences listed.

	GROUP 4	JP 4
	VERY SERIOUSLY DISRUPTIVE BEHAVIOR	AVAILABLE INTERVENTIONS AND CONSEQUENCES (Whenever possible, interventions and consequences that do not exclude the student from his/her regular educational schedule should be attempted first.)
1-4**		 Documented Teacher, Student, Parent/Guardian, and Administrator
	facility to be evacuated or does not cause emergency services	conference focused on expectation violated, cause of behavior, and
**4-2	to be notified Extortion – obtaining money or information from another by	strategy to prevent recurrence Recommended instructive corrective or restorative response (see
	coercion or intimidation	
**4-3	Assault ¹³ – an attempt or reasonable threat to inflict injury on	 ◆ Detention – lunch, before school, after school, or Saturday
	rce that would cause the victim to	 Skill-building in-school suspension, out-of-school suspension, or
4-4-4	expect an immediate barrery Vandalism (willful' or malicious destruction or defacing of the	combination in-school and out-of-school suspension up to three days
	property of others) or criminal damage to property at a cost less	
**4-5		
	legal justification) or aiding or abetting in the commission or a	
**4-6	_	
	with intent to harm, or physical contact between two people with	
	-	
7-4-7		
_	another) or possession (physical control over, such as	
	contained in clothing, lockers or bags) of stolen property that	
**4-8	Possession, use, sale, or distribution of fireworks	
4-9	Any behavior not otherwise listed in Groups 1 through 4 of this	
	SCC that very seriously disrupts the educational process	
4-10	_	
**4-11		
	previously prohibited or remaining on school grounds after	
*4-12		
	technology devices to spread viruses to the CPS network	

intent to harm school personnel	
way in order to physically fight with another student, with no	
school personnel, such as pushing school personnel out of the	
Initiating or participating in inappropriate physical contact with	4-15
school related function, first documented behavior1'	
Use or possession of alcohol in school or at, before, or after a	4-14
first documented behavior (see Reference Guide)	
Possession of any dangerous object as defined by this SCC,	4-13

** Second or repeated violations of Behavior 4-13 may result in a request for an expulsion hearing and must be submitted as Behavior 5-11.
** Second or repeated violations of Behavior 4-14 may result in a request for an expulsion hearing and must be submitted as Behavior 5-18.

	GROUP 5	
	MOST SERIOUSLY DISRUPTIVE BEHAVIOR	AVAILABLE INTERVENTIONS AND CONSEQUENCES
*5-1	Aggravated assault - assault with a deadly weapon or done by a person who	 ◆ Skill-building in-school suspension, out-of-school
	conceals his/her identity, or any assault against school personnel	suspension, or combination in-school and out-of-
2-5	Burglary – knowingly and without authority entering or remaining in a building or	school suspension for three to five days.28 When
	vehicle with intent to commit a felony or theft therein	the suspension is assigned, create a plan for
က် နှင့်	Theft (obtaining or exerting unauthorized control over) or possession (physical	preventing future behavior incidents, restoring
	control over, including in clothing, lockers, or bags) of stolen property that costs	relationships, and addressing student needs.
;	_	
4		AD
	bullying. Intimidation is behavior that prevents or discourages another student	 Recommended instructive, corrective, or restorative
	from exercising his/her right to education, or using force against students,	response (see Guidelines for Effective Discipline)
	school personnel and school visitors. For severe bullying, see the Anti-Bullying	 Request for assignment to an intervention program
	Policy before assigning an intervention or consequence.	by the Chief Executive Officer or designee
5-5	[this code intentionally left blank]	 Request for disciplinary reassignment to another
*5-6	Gang activity or overt displays of gang affiliation 19	Network school, or to an alternative school program
1.2-7	Inappropriate sexual conduct, including unwelcomed sexual contact, indecent	for a set term
	exposure, transmitting sexually suggestive images through information	 Request for expulsion hearing
	technology devices, or other sexual activities which do not involve the use of	 For behaviors involving the improper use of the
	force	CPS network or information technology devices,
နှင့် မ	Engaging in or attempting any illegal behavior which interferes with the school's	revocation of network privileges for up to two years
	educational process	
ئ [*] ئ	Persistent or severe acts of sexual harassment - unwelcome sexual or gender-	
	based conduct (either physical or verbal) and/or conduct of a sexual nature	
	which is sufficiently severe, persistent, or pervasive to limit a student's ability to	
	participate in or benefit from the educational program or which creates a hostile	
* 4		
<u>}</u> 		

* Behaviors marked with a single asterisk indicate that the misconduct is a violation of the law.

** Behaviors marked with two asterisks indicate that the misconduct may be a violation of the law.

** Behaviors marked with two asterisks indicate that the misconduct may be a violation of the law.

** An assault is an attempt or reasonable threat to inflict injury on someone with a show of force that would cause the victim to expend the cause of the cause o

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Second or repeated violation of Behavior 4-13, possession of any dangerous	object as defined by this SCC Battery, which results in a Battery, or aiding or abetting in the commission of a battery, which results in a	physical injury. Battery means unwanted bodily contact with another person without legal justification. ²⁰	[this code intentionally left blank]	Use of any computer, including social networking websites, or use of any	information technology device to threaten, stalk, harass, bully or otherwise	intimidate others. Or, hacking (intentionally gaining access by illegal means or	without authorization) into the CPS network to access student records or other	unauthorized information, or to otherwise circumvent the information security	system ²¹		damage to property that results in damage exceeding \$500 or that is done to	personal property belonging to any school personnel	Inappropriate consensual sexual activity	Use or possession of illegal drugs, narcotics, controlled substances, "look-	alikes"22 of such substances, or contraband23, or use of any other substance for	the purpose of intoxication in or before school or a school-related function ²⁴	Second or repeated violation of Behavior 4-14, use or possession of alcohol in	school or at, before or after a school-related function ²⁵	Participating in a mob action - a large or disorderly group of students using	force to cause injury to a person or property, or persisting in severe disruption	after being directed to cease by school personnel or Police
5-11	*5-12		5-13	*5-14						*5-15			5-16	*5-17			**5-18		*5-19		

Principals have discretion to suspend a student for fewer than three days if the student has a disability/impairment, based on the student's age/grade level, or for other good cause as determined by the principal or designee.

It is not an ad of misconduct to effect as provided by the law.

If student may be disciplined for circumventing the information security system regardless of the student's intent.

If a fudent may be also plined for circumventing the information security system regardless of the student's intent.

Contraband means any substance which by appearance, representation, or manner of distribution would lead a reasonable person to believe that the substance is an illegal drug or other controlled substance which by appearance, representation, and any other item, when possessing that item violates any applicable law, City ordinance, rule or policy of the Bonelder referring students school.

Contraband means any individual school.

Contraband means any individual school.

Contraband means any individual school.

Contraband means any substance abuse prevention program or counseling.

Consider referring students who commit 5-18 behaviors to a substance abuse prevention program or counseling.

GROUP 6

_	ILLEGAL AND MOST SERIOUSLY DISRUPTIVE BEHAVIOR		AVAILABLE INTERVENTIONS AND CONSEQUENCES
*6 - 1	Use, possession, and/or concealment of a firearm2/destructive	•	Skill-building in-school suspension, out-of-school suspension, or
	device or other weapon ²⁸ or "look-alikes" of weapons as defined		combination in-school and out-of-school suspension for five days.33
	in the Reference Guide, or use or intent to use any other object		A student may be suspended for up to ten days with written
	to inflict bodily harm		justification submitted for approval in IMPACT. When the
. 6-2	Intentionally causing or attempting to cause all or a portion of		suspension is assigned, create a plan for preventing future behavior
	the CPS network to become inoperable ²³		incidents, restoring relationships, and addressing student needs.
*6 - 3	Arson - knowingly damaging, by means of fire or explosive, a	•	For students in sixth through twelfth grades, or for any student
	building and/or the personal property of others		violating section 6-1, request for expulsion hearing
*6 4	Bomb threat - false indication that a bomb, or other explosive		
	of any nature, is concealed in a place that would endanger	AD	ADDITIONAL CONSEQUENCES AVAILABLE
	human life if activated	•	Recommended instructive, corrective, or restorative response (see
*6-55	Robbery - taking personal property in the possession of		Guidelines for Effective Discipline)
	another by use of force or by threatening the imminent use of	•	Request for assignment to an intervention program by the Chief
	force		Executive Officer or designee
မှ	Sale, distribution, or intent to sell or distribute alcohol, illegal	•	Request for disciplinary reassignment to another Network school, or
	drugs, narcotics, controlled substances, "look-alikes"30 of such		to an alternative school program for a set term
	substances, contraband, or any other substance used for the	•	For students in fifth grade or below, the principal may request an
	purpose of intoxication, or repeated violation of Behavior 5-1732		expulsion hearing at his/her discretion (except for violations of
<u>*</u> 6-7	Sex acts which include the use of force		section 6-1)
ф 6-8	Aggravated battery (battery that causes great harm, is done	•	For behaviors involving the improper use of the CPS network or
	with a deadly weapon, is done by a person who conceals		information technology devices, revocation of network privileges
	his/her identity, or the use of physical force against school		indefinitely
	personnel) or aiding and abetting in the commission of an		
	aggravated battery		
တ တူ	Murder – killing an individual without legal justification		

^{*} Behaviors marked with a single asterisk indicate that the misconduct is a violation of the law.

The term 'fiream/destructive device" as defined in 18 U.S.C. Section 921 includes, but is not limited to, handguns, rifles, automatic weapons, bombs, or other, incendiary devices.

and parts thereof.

Wheapons include any object that is commonly used to inflict bodily harm, and/or an object that is used or intended to be used in a manner that may inflict bodily harm, even though list normal use is not as a weapons include any object that is commonly used to inflict bodily harm, even though list normal use is not as a weapon as a weapon and the substance which by appearance, representation, or manner of distribution would lead a reasonable person to believe that the substance is an illegal drug or other controlled substance.

**Contraband means any instrument used to commit a crime or violation, and any other item, when possessing that item violates any applicable law, City ordinance, rule or policy of the Board any includual school.

**A can be assumed that a student in possession of large quantities of alcohol, illegal drugs, narcotics, or controlled substances, or in possession of multiple individually-packaged amounts of alcohol, illegal drugs, narcotics or controlled substances, intends to sell or deliver these substances. Consider referring students who violate behavior 6-6 for substance abuse prevailing or courseling.

**Principal nave discretion to suspend a student for fewer than five days if the student has a disability/impairment, based on the student's age/grade level, or for other good cause as determined by the principal or designee.

*6-10 Attempted murder –, an act that constitutes a substantial step toward intended commission of murder	Kidnapping – secret confinement of another against his/her will	or transportation of another by force or deceit from one place to	anomer with the intent to secretly confine	*6-12 Theft (obtaining or exerting unauthorized control over) or	possession (physical control over, including in clothing, lockers,	or bags) of stolen property that costs more than \$1,000
*6-10	*6-11			*6-12		

ANTI-BULLYING POLICY

Purpose

The Illinois General Assembly has found that a safe and civil school environment is necessary for students to learn and achieve and that bullying causes physical, psychological, and emotional harm to students and interferes with their ability to learn and participate in school activities. Bullying has been linked to other forms of antisocial behavior, such as vandalism, shoplifting, skipping and dropping out of school, fighting, using drugs and alcohol, sexual harassment, and violence. It is the goal of the Chicago Board of Education ("Board") to create a learning environment in all its school communities where students are protected from bullying so they feel safe and supported in their efforts to succeed academically and develop emotionally into responsible, caring individuals.

The Board asks every Chicago Public School ("CPS") student, with the support of his/her parent(s), guardian(s) and the adults at school, to commit to the following principles, which will apply to everyone on school property and at school-related activities:

- I will not bully others.
- I will try to help anyone I suspect is being bullied.
- . I will work to include students who are left out.
- If someone is being bullied, I will tell an adult at school and an adult at home.

<u>Scope</u>

Bullying is contrary to Illinois law and this Policy is consistent with the Illinois School Code. This Policy protects CPS students against bullying and harassment on the basis of actual or perceived race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental disability, military status, sexual orientation, gender-related identity or expression, unfavorable discharge from military service, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic. The Board recognizes the particular vulnerability of students with actual or perceived disabilities and those who identify as or are perceived to be lesbian, gay, bisexual or transgender. Nothing in this Policy is intended to infringe upon any expression protected by the First Amendment to the United States Constitution or Section 3 of Article I of the Illinois Constitution.

This Policy is based on the engagement of a range of school stakeholders, including students and parents/guardians. The Board or its designee will re-evaluate this Policy every two (2) years based on an assessment of its outcomes and effectiveness, including, but not limited to, factors such as the frequency of victimization; student, staff and family observations of safety at school; identification of areas of a school where bullying occurs; the types of bullying utilized; and bystander intervention or participation. The information developed will be made available on the District's website.

Bullying is prohibited:

- (1) during any school-sponsored or school-sanctioned program or activity;
- (2) in school, on school property, on school buses or other Board-provided transportation, and at designated locations for students to wait for buses and other Board-provided transportation ("bus stops"):
- (3) through the transmission of information from a CPS computer or computer network, or other electronic school equipment;
- (4) when communicated through any electronic technology or personal electronic device while on school property, on school buses or other Board-provided transportation, at bus stops, and at schoolsponsored or school-sanctioned events or activities;
- (5) when it is conveyed that a threat will be carried out in a school setting, including threats made outside school hours with intent to carry them out during any school-related or sponsored program or activity or on Board-provided transportation;
- (6) When it is a Student Code of Conduct ("SCC") Group 5 or 6 behavior that occurs off campus but most seriously disrupts any student's education.

Definitions

"Bullying" means any severe or pervasive (repeated over time) physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students, that has or can be reasonably predicted to have one or more of the following effects:

- (1) placing the student in reasonable fear of harm to the student's person or property;
- (2) causing a substantially detrimental effect on the student's physical or mental health;
- (3) substantially interfering with the student's academic performance; or
- (4) substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying may take various forms, including without limitation, one or more of the following: harassment, threats, intimidation, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying. This list is meant to be illustrative and non-exhaustive.

Bullying behaviors may also qualify as other inappropriate behaviors listed in the SCC. When deciding whether inappropriate behavior constitutes bullying, administrators should consider the student's intent, the frequency or recurrence of the inappropriate behavior, and whether there are power imbalances between the students involved. While bullying is often characterized by repeated acts, sometimes a single incident constitutes bullying depending on the student's intent and power imbalances.

"Cyberbullying" means using information and communication technologies to bully. This definition includes cyberbullying by means of technology that is not owned, leased, or used by the school district when an administrator or teacher receives a report that bullying through this means has occurred. This Policy does not require a district or school to staff or monitor any nonschool-related activity, function, or program.

"Retaliation" means any form of intimidation, reprisal including but not limited to the submission of knowingly false bullying allegations, or harassment directed against a student who reports bullying, provides information during an investigation, or witnesses or has reliable information about bullying. Retaliation is prohibited and will result in the imposition of appropriate interventions/consequences according to this Policy and the SCC.

"Peer Conflict" means disagreements and oppositional interactions that are situational, immediate and developmentally appropriate. When school employees are aware of peer conflict, they are expected to guide students in developing new skills in social competency, learning personal boundaries and peaceably resolving conflict, and to model appropriate social interactions. These interventions are designed to prevent Peer Conflict from escalating to Bullying.

"Restorative Measures" means a continuum of school-based alternatives to exclusionary discipline that are adapted to the particular needs of the school and community, contribute to maintaining school safety, protect the integrity of a positive and productive learning climate, teach students the personal and interpersonal skills they will need to be successful in school and society, serve to build and restore relationships among students, families, schools, and communities, and reduce the likelihood of future disruption by balancing accountability with an understanding of students' behavioral health needs.

Intervening to Address Bullying

Responsibilities of CPS Employees and Contractors

All CPS employees and contractors, including security officers, lunchroom staff and bus drivers, who witness incidents of bullying or school violence or who possess reliable information that would lead a reasonable person to suspect that a person is a target of bullying, must:

 intervene immediately in a manner that is appropriate to the context and ensures the safety of all people involved;

- (2) report the incident of bullying or retaliation to the Principal/Designee as soon as practicable, but within 24 hours, on the CPS Bullying Complaint Form (Attachment A); and
- (3) cooperate fully in any investigation of the incident and in implementing any safety plan established by the Principal/Designee.

Responsibilities of Students, Parents and Guardians

No student who witnesses bullying may stand by or participate in the bullying, but must notify an adult at school and an adult at home as quickly as practicable. Any parent or guardian who witnesses or is notified of bullying has an obligation to advise the Principal/Designee as quickly as practicable. Reports can be made to any CPS employee or contractor in person, by completing Attachment A and submitting it to the Principal/Designee, by calling the CPS Violence Prevention Hotline ("Hotline") at 1-888-881-0606, or by emailing BullyingReport@cps.edu. Anonymous reports will be accepted by the Principal/Designee and Hotline. No disciplinary action will be taken on the sole basis of an anonymous report.

Investigation

- (1) The Principal shall select a designee, knowledgeable about bullying prevention and intervention, to perform the investigation.
- (2) Investigation of a bullying incident shall be initiated within five school days of receipt of a report and completed within 10 school days, unless the Principal grants in writing an additional 5-day extension due to extenuating circumstances. The Principal/ Designee shall document the extension in the investigation report and shall notify the parties involved.
- (3) The investigation shall include:
 - a. Identifying the perpetrator(s), target(s) and bystander(s), as well as any adult who witnessed the incident or may have reliable information about it.
 - b. Conducting an individual interview in a private setting with the alleged perpetrator and target. The alleged perpetrator and target should never be interviewed together or in public. Individual interviews shall also be conducted in private with student and adult bystanders.
 - Determining how often the conduct occurred, any past incident or continuing pattern of behavior, and whether the target's education was affected.
 - d. Assessing the individual and school-wide effects of the incident relating to safety, and assigning school staff to create and implement a safety plan that will restore a sense of safety for the target and other students who have been impacted.
 - When appropriate, preparing a Misconduct Report identifying his/her recommendation for individual consequences.
 - f. Comprehensively documenting the details of the investigation.
- (4) When the investigation is complete, the Principal/Designee shall ensure the investigation report is attached to the Incident Report in IMPACT.

Notification

On the same day the investigation is initiated, the Principal/Designee shall report to the parent/legal guardian of all involved students, via telephone, personal conference and/or in writing, the occurrence of any alleged incident of bullying, and shall document these notifications in the Incident Report in IMPACT. When the investigation is complete, the Principal/Designee shall notify the parents/legal guardians of all students involved of the outcome of the investigation. Parents/legal guardians of the students who are parties to the investigation may request a personal conference with the Principal/Designee to discuss the investigation, the findings of the investigation, the actions taken to address the reported incident of bullying, and any resources available in or outside the school to help the students address the underlying reasons for the bullying (see "Referrals" section below).

If the investigation results in the imposition of consequences, the Principal/Designee may advise the parent/legal guardian of students other than the perpetrator that the Student Code of Conduct was followed. S/he may not advise them of the specific consequence imposed, as that would violate the confidentiality of school-record information required by law.

When communicating incidents of bullying to the target's parent/guardian, the Principal/Designee should consider whether the student may want to keep certain information confidential. For example, if a student

is bullied after coming out as gay, the Principal/Designee shall not disclose the student's sexual orientation to the parent/guardian without the student's permission, unless there is a legitimate, school-related reason for doing so.

If the target is a student with a disability, the school shall convene the IEP Team to determine whether additional or different special education or related services are needed to address the student's individual needs and revise the IEP accordingly. For example, if the student's disability affects social skill development or makes the student vulnerable to bullying, the Principal/Designee shall ask the student's IEP Team to consider whether the IEP should include provisions to develop the student's skills and proficiencies to avoid and respond to bullying.

If the student who engaged in bullying behavior is a student with a disability, the school shall convene the IEP Team to determine if additional supports and services are needed to address the inappropriate behavior and consider examining the environment in which the bullying occurred to determine if changes to the environment are warranted. For example, the IEP Team should consider a behavior intervention plan for the student or review a current behavior intervention plan and revise if necessary. The Principal/Designee shall comply with the Procedural Safeguards for Discipline of Students with Disabilities/Impairments when considering interventions and consequences for students with disabilities.

Assigning Interventions and/or Consequences

Many Peer Conflicts can be resolved immediately and do not require reporting or creation of a Misconduct or Incident Report. If, however, a conflict is ongoing and meets the definition of bullying, the investigation procedures in this Policy must be followed.

Schools must respond to bullying in a manner tailored to the individual incident, considering the nature of the behavior, the developmental age of the student, and the student's history of problem behaviors and performance. Appropriate responses and consequences are outlined in the Student Code of Conduct. Schools should avoid using punitive discipline (detention, suspensions, and expulsions) if any other method or consequence can be used with fidelity. Contact the Office of Social & Emotional Learning for school-wide prevention practices and the CPS Law Department for more information about the appropriate and legal consequences for student misconduct.

When an investigation determines that bullying occurred, the Principal/Designee shall explain the consequences in a non-hostile manner, and shall impose any consequence immediately and consistently. The Principal/Designee shall keep communicating and working with all parties involved until the situation is resolved. Some key indicators of resolution include:

- -The perpetrator is no longer bullying and is interacting civilly with the target.
- -The target reports feeling safe and is interacting civilly with the perpetrator.
- -School staff notice an increase in positive behavior and social-emotional competency in the perpetrator and/or the target.
- -School staff notice a more positive climate in the areas where bullying incidents were high.

What Not To Do:

Solicit an apology from the perpetrator to the target, use peace circles, victim/offender conferences, or any form of mediation that puts the perpetrator and target in contact with one another in an immediate attempt to resolve the bullying. Restorative measures may be helpful to repair relationships between the perpetrator and target, but only if used after other interventions have balanced the power differential between the perpetrator and target.

-Dismiss bullying as typical student behavior or assume it is not serious.

Referrals

Interventions with bullies should not focus on feelings, but changing thinking. The Principal/Designee may refer students who bully to positive-behavior small-group interventions (for anger management, trauma or social skills), social work, counseling or school psychological services within the school, if necessary, to reinforce the behavioral expectation they violated and increase their social-emotional competency.

The targets of bullying need protection from bullies, but may also need support and help in changing their own behavior. The Principal/Designee shall ask a school mental health professional to refer these students to individual or group therapy where they can openly express their feelings about their bullying expenence, social-skills training and/or groups where they can practice assertiveness and coping mechanisms, or social work, counseling or school psychological services available within the school. For more information, see *Guidelines for Effective Discipline*.

Appeal

Any party who is not satisfied with the outcome of the investigation may appeal to the CPS Equal Opportunity Compliance Office, or EOCO (telephone: 773/553-1195), within 15 calendar days of notification of the Principal's decision. The EOCO Administrator shall render a final determination in accordance with the timeline and procedures set out in the anti-bullying appeal guidelines established by the EOCO. The EOCO may return the incident to the Network Chief, Principal or their designees for further investigation or reconsideration of the consequence(s), direct the imposition of other consequence(s), or deny the appeal. The EOCO shall notify the party requesting the appeal and the Principal that its decision is final and shall document that notification in the Incident Report in IMPACT.

Consequences for CPS Employees and Contractors

When it is determined that an employee or contractor was aware that bullying was taking place but failed to report it, the employee/contractor will be considered to have violated this Policy. The Principal shall consider employee discipline for such violations, making reference to any applicable collective bargaining agreement. Remedies for offending contractors should be imposed according to their Board contracts.

Notice and Dissemination of Requirements

Principals shall follow the requirements established by the Office of Social & Emotional Learning for posting this Anti-Bullying Policy on the school's website, in the school building as well as disseminating and presenting this Policy to school staff as part of pre-school-year professional development.

Training and Professional Development

Staff

Professional development will be offered to build the skills of all CPS employees contractors and volunteers to implement this Policy. The content of such professional development shall include, but not be limited to:

- Developmentally appropriate strategies to prevent incidents of bullying and to intervene immediately and effectively to stop them;
- (2) Information about the complex interaction and power differential that can take place between and among a perpetrator, target, and witness to the bullying;
- (3) Research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk, and any specific interventions that may be particularly effective for addressing bias-based bullying; and
- (4) Information about Internet safety issues as they relate to cyberbullying.

Student Internet Safety Education

In accordance with the Board's Internet Safety Policy (http://policy.cps.edu/download.aspx?ID=261), each school shall incorporate into the school curriculum a component on Internet safety to be taught at least once each school year to all students. The Chief Officer of Teaching and Learning or designee, shall determine the scope and duration of this unit of instruction and topics covered. At a minimum, the unit of instruction shall address: (a) safety on the Internet; (b) appropriate behavior while online, on social networking Web sites, and in chat rooms; and (c) cyberbullying awareness and response. The age-appropriate unit of instruction may be incorporated into the current courses of study regularly taught. Schools shall satisfy the documentation requirements established by the Chief Officer of Teaching and Learning or designee to ensure compliance with this curricular requirement.

ATTACHMENT A

Chicago Public Schools
Form for Reporting Bullying and Retaliation

NOTE: The reporter may remain anonymous, but no discipline will be imposed based solely upon an anonymous report.

Please submit this report to the principal or any school staff member. You may also call the Violence Prevention Hotline (1-888-881-0606) or email BullyingReport@cps.edu to make a report.

Date of submission: ___

PROCEDURAL SAFEGUARDS FOR DISCIPLINE OF STUDENTS WITH DISABILITIES/IMPAIRMENTS³⁴

School officials may suspend students with disabilities/impairments and cease educational services for a total of up to 10 consecutive or 10 cumulative school days in one school year without providing procedural safeguards. Saturday, and before- and after-school detentions do not count toward the 10day limit. Additionally, if students with disabilities continue to participate in the general education curriculum, continue to receive their IEP services, and continue to participate with non-disabled peers to the same extent as specified in the IEPs, in-school suspensions and lunch detentions do not count toward the 10-day limit. Administrators are not required to suspend students with disabilities for the recommended periods set forth in this Code for a single incident. Specifically, the Principal or his/her designee has discretion to suspend students with disabilities fewer days than set forth for a single incident. Federal regulations offer some flexibility in suspending students with disabilities in excess of 10 school days in the school year in certain circumstances. In order to determine whether the circumstances permit a suspension in excess of 10 days per school year, consultation by the school with the Department of Procedural Safeguards and Parental Supports (773/553-1905) is absolutely necessary. Without such consultation and approval from the Department of Procedural Safeguards and Parental Supports, the 10 school day limit on out of school suspensions will continue to apply.

When school officials anticipate a referral for expulsion, including referrals requesting emergency assignment pursuant to the CPS SCC, the following apply:

- 1. School must provide written notice to the parent/guardian or surrogate parent of the request for an expulsion hearing and the date of an Individualized Education Program (IEP) Manifestation Determination Review (MDR) meeting, which must be held within 10 school days of the date of the decision to request the expulsion hearing. School must also provide parent/guardian/surrogate with a written copy of the Notice of Procedural Safeguards.
- 2. The IEP team must:
 - A. Determine whether the misconduct is related to the student's disability by reviewing all current and relevant information, including evaluation and diagnostic results, information from the parent/guardian, observations of the student, and the student's IEP. The behavior is a manifestation of the student's disability if:
 - the conduct in question was caused by the student's disability or has a direct and substantial relationship to the student's disability; and/or
 - the conduct in question was the direct result of the school's failure to implement the student's IEP.
 - B. Review, and revise if necessary, the student's existing behavior intervention plan or develop a functional behavior assessment and behavior intervention plan (FBA/BIP) to address the misconduct. The behavior intervention plan must address the misconduct for which the student is being disciplined.

If the student's behavior is not a manifestation of the disability, school officials may apply the SCC, taking into consideration the student's special education and disciplinary records. In no event, however, may the student be suspended for more than 10 consecutive or cumulative school days in a school year without providing appropriate educational services.

If the student's behavior is a manifestation of the disability, a disciplinary change in placement (expulsion) cannot occur. Students with disabilities, even if expelled, must be provided with an appropriate education in an alternative educational setting.

All MDRs are subject to legal review by the Department of Procedural Safeguards and Parental Supports.

³⁴ All procedural safeguards contained in the SCC and this Appendix are equally applicable to those students with §504 plans.

REFERENCE GUIDE FOR GROUPS 4, 5 AND 6 BEHAVIORS INVOLVING DANGEROUS OBJECTS, WEAPONS OR LOOK-ALIKE WEAPONS

SECTIONS 4-13 AND 5-11

If a student simply has any of these objects in his or her possession, but does not use them, (s)he should be recorded to have violated Section 4-13 of the SCC for a first-time violation or 5-11 of the SCC for a second or repeated violation. If a student uses, or intends to use, any of these objects to inflict harm on someone, the student should be recorded to have violated Section 6-1.

Knives, including but not limited to:

Steak knife or other kitchen knives Pen knives/Pocket knives Hunting knives Swiss Army knife Box cutters Razors

Tools, including but not limited to:

Screwdrivers
Saws
Crowbars/Metal pipes

Hammers

Other objects commonly used for construction or household repair

Other Objects, including but not limited to:

Mace/Pepper spray
Live ammunition/Live bullets
Broken bottles or other pieces of glass
Wooden sticks/boards

SECTION 6-1

If a student has any of these objects in his or her possession or uses any of these objects, (s)he should be recorded to have violated Section 6-1 of the SCC.

Firearms - these include:

Pistol Revolver Other firearms

Any part or portion of a machine gun or rifle

Knives - these include only the following types of knives:

Switchblade knives (open automatically by hand pressure applied to a button, spring or other device in the handle of the knife)

Ballistic knives (operated by a coil spring, elastic material, or an air or gas pump)

Explosive Devices/Gases - these include:

Tear gas guns Projector bombs Noxious liquid gas Grenades Other explosive substances

Other Objects - these include:

Blackjack Slingshot Sand club

29

Sandbag Metal/brass knuckles Throwing stars Tasers/stun guns

"Look-Alike" Firearms - these include:

B.B. guns

Air guns

Other objects, including "toys" or replicas that reasonably resemble real firearms

6-1 SPECIAL CONSIDERATION

If a student simply has any of these objects, or any other similar object in his/her possession, (s)he should not be recorded to have violated of the SCC. If a student uses, or intends to use, any of these objects to inflict bodily harm on someone, the student should be recorded to have violated Section 6-1.

Sporting Equipment - these include but are not limited to:

Baseball bats

Golf clubs

Personal Grooming Products - these include but are not limited to:

Nail clippers/files

Combs with sharp handles

Tweezers

School Supplies - these include but are not limited to:

Scissors

Laser pointers Pens/Pencils

Rulers

Padlocks/Combination locks

Other objects commonly used for educational purposes

EXPULSION HEARING AND EMERGENCY ASSIGNMENT GUIDELINES

Request for Expulsion Hearing

- Expulsion is the removal of a student from school for 11 or more consecutive days, up to a maximum of two calendar years.³⁵
- If a student's inappropriate behavior falls within Group 5 of the SCC, a school principal may request an expulsion hearing for the student. A school principal may also request assignment to an intervention program.
- If a student's inappropriate behavior falls within Group 6 of the SCC, a school principal must request an expulsion hearing for a student in 6th through 12th grade or for any student violating section 6-1; a school principal may request an expulsion hearing for a student in 5th grade or below committing any other Group 6 behavior.
- The CEO's designee will review the expulsion hearing request and determine whether to refer the student to the Law Department for an expulsion hearing, assign the student to an intervention program, or refer the student back to the school for intervention/support.

Emergency Assignment to Interim Alternative Education Setting

- Students who commit Groups 5 or 6 misconducts may be assigned to an interim alternative education setting on an emergency basis ("emergency assignment") while a request for an expulsion hearing is pending without being given the opportunity for a hearing before an independent hearing officer.
- Requests for emergency assignment must be approved, facilitated, and implemented by the CEO's designee. The CEO's designee may request additional information when considering requests for emergency assignment.
- General education students may be placed in an interim alternative education setting if their presence at the home school poses a continuing danger to people or property, or an ongoing threat of disruption to the academic process. The student will be assigned to the Safe Schools Alternative Program until the expulsion final determination is issued.
- Students with disabilities may be placed in an interim alternative educational setting for a maximum of 45 school days, even in instances where the student's misconduct is ultimately determined to be a manifestation of his or her disability. Students with disabilities may be referred for emergency assignment when in possession of weapons or drugs, or for inflicting serious bodily injury on another person while on school grounds or at a school-sponsored event. The parent or legal guardian may request a due process hearing to challenge the emergency assignment.

Expulsion Hearing Procedures

- The Law Department will schedule expulsion hearings and send parents/guardians a notice letter. The notice will provide a description of the incident, the date of the incident, the SCC inappropriate behavior code(s), and the place, time and date for the expulsion hearing. The notice will be sent by registered or certified mail, or by personal delivery.
- Before the hearing, school principals are responsible for assisting the Law Department with case preparation by identifying witnesses and relevant documents, and reviewing all documentation regarding the incident to ensure it is complete, accurate, and properly written.
- The hearing will be conducted before an independent hearing officer. The Chief Executive Officer's representatives will call witnesses to testify and introduce documents regarding the incident. The student may also call witnesses to testify and introduce documents regarding the incident.

Expulsion Final Determination

 After the hearing, the hearing officer will make a recommendation for intervention or discipline, up to expulsion for a set term of two calendar years.

³⁵ This definition does not apply to exclusion of a student from school for failure to comply with immunization requirements or temporary emergency placement.

- The hearing officer's recommendation may be modified on a case-by-case basis by the Chief Executive Officer or designee.
- If a student is expelled, alternative program placement may be offered for the period of the expulsion.
- The hearing officer may recommend that the student attend an intervention program in lieu of expulsion. A recommendation to intervention is subject to approval by the Chief Executive Officer or designee. A student who is recommended for participation in the intervention program in lieu of expulsion but who fails to successfully complete the program shall be expelled.
- During a term of expulsion, students may not participate in extracurricular activities or schoolsponsored events, with the exception of activities or events sponsored by the student's alternative program.

Transition when Expulsion Complete

- When a term of expulsion is completed, the student will be transferred to his/her home school. For students attending the Safe Schools Alternative Program, a transition meeting, including the student, parents/guardians, alternative school staff members, and home school staff members. will be scheduled to discuss the student's transition back into the home school environment.

ACKNOWLEDGEMENT OF RECEIPT OF THE STUDENT CODE OF CONDUCT

Chicago Public Schools Student Code of Conduct

Student Agreement

Conduct ("SCC") for the Chicago Public	t student's name) have received and read the Student Code of Schools. I am aware of my rights and responsibilities under the inappropriate student behavior will result in interventions and
Student Signature	Date
Pa	arent/Guardian Agreement
Dear Parent or Guardian:	
	u should be informed regarding our effort to create and maintain for all students. Please read the SCC and sign the document nderstanding of the SCC.
	ove named student. I have received and read the SCC. It, I agree to support and promote the goals of the SCC and make olving all disciplinary matters.
Parent/Guardian Signature	Date

33

President Vitale indicated that if there were no objections, Board Reports 15-0722-RS1 through 15-0722-RS4, and 15-0722-PO1 would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 15-0722-RS1 through 15-0722-RS4, and 15-0722-PO1 adopted.

15-0722-CO1

COMMUNICATION RE: LOCATION OF BOARD MEETING OF AUGUST 26, 2015

David J. Vitale President, and Members of the Board of Education Mark F. Furlong Rev. Michael J. Garanzini, S.J. Dr. Mahalia A. Hines Dominique Jordan Turner Jesse H. Ruiz Gail D. Ward

This is to advise that the Regular Meeting of the Board of Education scheduled for Wednesday, August 26, 2015 will be held at:

CPS Loop Office 42 W. Madison Street, Garden Level, Board Room Chicago, IL 60602

The Board Meeting will begin at 10:30 a.m.

Public Participation Guidelines are available on www.cpsboe.org or by calling (773) 553-1600.

For the August 26, 2015 Board Meeting, advance registration to speak and observe will be available beginning Monday, August 17th at 8:00 a.m. and will close on Friday, August 21st at 5:00 p.m., or until all slots are filled. You can advance register during the registration period by the following methods:

Online: www.cpsboe.org (recommended)
Phone: (773) 553-1600
In Person: 1 North Dearborn, Suite 950

The Public Participation segment of the meeting will begin as indicated in the meeting agenda and proceed for no more than 60 registered speakers for the two hours.

15-0722-CO2

COMMUNICATION RE: APPOINTMENT OF TRUSTEE TO SERVE ON THE PUBLIC SCHOOL TEACHERS' PENSION AND RETIREMENT FUND OF CHICAGO (GAIL D. WARD)

TO THE MEMBERS OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO:

I have appointed Gail D. Ward to serve as a Trustee on the Public School Teachers' Pension and Retirement Fund of Chicago to fill the unexpired term of Andrea L. Zopp. Ms. Ward's term commenced July 2, 2015 and will expire November 2016.

Respectfully submitted, David J. Vitale President

15-0722-CO3

COMMUNICATION RE: APPOINTMENT OF TRUSTEE TO SERVE ON THE PUBLIC SCHOOL TEACHERS' PENSION AND RETIREMENT FUND OF CHICAGO (MARK F. FURLONG)

TO THE MEMBERS OF THE BOARD OF EDUCATION OF THE CITY OF CHICAGO:

I have appointed Mark F. Furlong to serve as a Trustee on the Public School Teachers' Pension and Retirement Fund of Chicago to fill the unexpired term of Carlos M. Azcoitia. Mr. Furlong's term commenced July 2, 2015 and will expire November 2015.

> Respectfully submitted, David J. Vitale President

15-0722-EX1*

TRANSFER OF FUNDS **Various Units and Objects**

THE INTERIM CHIEF EXECUTIVE OFFICER RECOMMENDS THE FOLLOWING:

The various transfers of funds were requested by the Central Office Departments during the month of June. All transfers are budget neutral. A brief explanation of each transfer is provided below:

1. Transfer from Talent Office to Talent Office

20150121304
Rationale: Transfer funds for PIP placement/professional development fees.

Transfer	From:	Transfer To:				
11010	Talent Office	11010	Talent Office			
115	General Education Fund	115	General Education Fund			
54205	Travel Expense	54125	Services - Professional/Administrative			
221315	Leadership Development	221315	Leadership Development			
000000	Default Value	000000	Default Value			
Amount: \$1,000						

2. Transfer from Network 3 to Network 3

20150121595

Rationale: transfer to commodities - supplies/ no more travel for this year/

Transfer F	rom;	Transfer	To;
02431	Network 3	02431	Network 3
115	General Education Fund	115	General Education Fund
54205	Travel Expense	53405	Commodities - Supplies
221080	Aio - Improvement Of Instruction	221080	Aio - Improvement Of Instruction
000000	Default Value	000000	Default Value

Amount: \$1,000

3. Transfer from Office of Education Options to John Marshall Metropolitan High School

20150124160
Rationale: Funds for June portion of Summer Buckets benefits - PASS

Transfer l	From:	Transfer	To:
05281	Office of Education Options	47041	John Marshall Metropolitan High School
324	Miscellaneous Federal, State & Local Grants	324	Miscellaneous Federal, State & Local Grants
51330	Benefits Pointer	51330	Benefits Pointer
290001	General Salary S Bkt	290001	General Salary S Bkt
511244	Pathways To Accelerated Student Success - Pass	511244	Pathways To Accelerated Student Success - Pass

Amount: \$1,000

4. Transfer from Office of Education Options to Harper High School

20150124161

Rationale: Funds for June portion of Summer Buckets benefits - PASS

Amount: \$1,000

5. Transfer from Department of JROTC to Roberto Clemente Community Academy High School

20150127020

Rationale: Transfer needed to support cadet trip to World Archery competition.

Amount: \$1,000

6. Transfer from Magnet, Gifted and IB Programs to Bernhard Moos School

20150127041

Rationale: Computers for Design classroom for MYP Program at Moos

 Transfer Form:
 Transfer Tormsfer Torm

Amount: \$1,000

7. Transfer from Arts to Louis J Agassiz School

20150127330

Rationale: Arts Essentials funds.

Transfer From:

10890 Arts 22031 Louis J Agassiz School

1156 General Education Fund 1155

57915 Miscellaneous - Contingent Projects 53405

113034 Performing And Creative Arts 113034

210201 Chicago Cultural Plan And Arts Education Plan (Arts Essentials Category 1-2)

Transfer To

22031 Louis J Agassiz School

General Education Fund

Commodities - Supplies

Performing And Creative Arts

Chicago Cultural Plan And Arts Education Plan (Arts Essentials Category 1-2)

Amount: \$1,000

8. Transfer from Language and Cultural Education to Language and Cultural Education

20150127407

Rationale: Equipment for the Parent Resource Center at Cooper.

 Transfer From:
 Transfer To:

 11510
 Language and Cultural Education
 11510
 Language and Cultural Education

 1151
 General Education Fund
 115
 General Education Fund

 54215
 Car Fare
 55005
 Property - Equipment

 221055
 Language & Cultural - Compliance
 221055
 Language & Cultural - Compliance

 000000
 Default Value
 000000
 Default Value

Amount: \$1,000

1313. Transfer from Capital/Operations - City Wide to Abraham Lincoln Elementary School

20150141561

Rationale: Funds Transfer From Award# 2014-436-00-07 To Project# 2014-24191-ANX; Change Reason: NA

 Transfer From:
 Transfer To:

 12150
 Capitat/Operations - City Wide
 24191
 Abraham Lincoln Elementary School

 436
 Miscellaneous Capital Fund
 436
 Miscellaneous Capital Fund

 56310
 Capitatized Construction
 56310
 Capitalized Construction

 009441
 New School Openings
 09851
 Additions

 343920
 Cdb - Gaming Revenue
 343920
 Cdb - Gaming Revenue

Amount: \$1,392,489

1314. Transfer from Capital/Operations - City Wide to Chicago Vocational Career Academy

20150126999

Rationale: Funds Transfer From Award# 2015-436-00-07 To Project# 2012-53011-SIP; Change Reason: NA

 Transfer From:
 Transfer To:

 12150
 Capital/Operations - City Wide
 53011
 Chicago Vocational Career Academy

 436
 Miscellaneous Capital Fund
 436
 Miscellaneous Capital Fund

 56310
 Capitalized Construction
 56310
 Capitalized Construction

 009526
 All Other
 251392
 Repairs & Improvements

009526 All Other 251392 Chicago Vocational Career Academy (Cvca) Major Capital Renovation Capital Renovation Capital Renovation Suppose Capital Renovation Capital Renovation Capital Renovation

Capital Renovati

Amount: \$1,575,157

1315. Transfer from Capital/Operations - City Wide to Southeast Area Elementary School

20150129452

Rationale: Funds Transfer From Award# 2014-436-00-07 To Project# 2014-22631-NSC; Change Reason: NA

 Transfer From:
 Transfer To:

 12150
 Capital ✓ Operations - City Wide
 22631
 Southeast Area Elementary School Miscellaneous Capital Fund
 436
 Miscellaneous Capital Fund Gapitalized Construction
 56310
 Capitalized Construction
 56310
 Capitalized Construction
 009441
 New School Openings

 0343920
 Cdb - Gaming Revenue
 343920
 Cdb - Gaming Revenue

Amount: \$1,690,665

1316. Transfer from Pension & Liability Insurance - City Wide to School Transportation - City Wide

20150139178

Rationale: Additional funds for GenEd transportation

Amount: \$1,940,000

1317. Transfer from Pension & Liability Insurance - City Wide to Facility Opers & Maint - City Wide

20150139182

Rationale: Additional Funds for custodial services

 Transfer Tom:
 Transfer Tom:

 12470
 Pension & Liability Insurance - City Wide
 11880
 Facility Opers & Maint - City Wide

 115
 General Education Fund
 230
 Public Building Commission O & M

 51330
 Benefits Pointer
 54105
 Services: Non-technical/Laborer

 290001
 General Salary
 S Bkt
 254007
 Custodial Services

 000000
 Default Value
 000000
 Default Value

Amount: \$4,807,414

1318. Transfer from Education General - City Wide to Facility Opers & Maint - City Wide

20150139196

Rationale: Additional funds for custodial services

 Transfer Tom:
 Transfer Tom:

 12670
 Education General - City Wide
 11880
 Facility Opers & Maint - City Wide

 115
 General Education Fund
 230
 Public Building Commission O & M

 51100
 Teacher Salaries - Regular
 54105
 Services: Non-technical/Laborer

 419001
 Payroll Salvage
 254007
 Custodial Services

 000000
 Default Value
 000000
 Default Value

Amount: \$5,974,469

1319. Transfer from New School Development - City Wide to Facility Opers & Maint - City Wide

20150139192

Rationale: Additional Funds for custodial services

 Transfer From:
 Transfer To:

 13615
 New School Development - City Wide
 1180
 Facility Opers & Maint - City Wide

 115
 General Education Fund
 230
 Public Building Commission O & M

 55005
 Property - Equipment
 54105
 Services: Non-technical/Laborer

 009546
 School Transitions
 254007
 Custodial Services

 005058
 New And Expansion School Funding
 000000
 Default Value

Amount: \$6,507,153

*[Note: The complete document will be on File in the Office of the Board]

15-0722-EX2

APPROVE A NEW PRINCIPAL PERFORMANCE EVALUATION FORM FOR USE BY LOCAL SCHOOL COUNCILS

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

That the Board adopt a new Principal Performance Evaluation Form for use by Local School Councils (attached) beginning with 2015-2016 school year. Use of the previous evaluation form adopted by the Board under Board Report 02-0925-EX04 shall end with the annual evaluations completed by Local School Councils for the 2014-2015 school year and the cumulative evaluations completed by Local School Councils during the 2015-2016 school year.

DESCRIPTION: The criteria and measures contained in the attached new principal performance evaluation form are in alignment with the criteria and measures currently in use by the Chief Executive Officer and designees' to evaluate principals as specified in Board Report 13-0123-EX5. The attached form identifies five key competencies and twenty-eight key behaviors in the Principal Professional Practice portion of the form and the use of school quality rating metrics in the Student Growth and Other Measures portion of the form.

The Chief Executive Officer or designee is authorized to annually make non-substantive updates to the attached form to ensure the form's accuracy and completeness. Such non-substantive updates may include, but are not limited to, revisions to specify new or modified examples of any of the key behaviors enumerated in the Principal Professional Practice portion of the form and also to update any acronym or name referenced on the form to reflect name changes and ensure the form specifies current terminology.

The attached form is in alignment with the factors specified in Section 5/34-2.3 of the Illinois School Code for a Local School Council's evaluation of their principal, namely.

- 1. Student academic improvement, as defined by the school improvement plan;
- II. Student absenteeism rates at the school;
- III. Instructional leadership;
- The effective implementation of programs, policies, or strategies to improve student academic achievement;
- V. School management; and
- VI. Any other factors deemed relevant by the local school council, including, without limitation, the principal's communication skills and ability to create and maintain a student-centered learning environment, to develop opportunities for professional development, and to encourage parental involvement and community partnerships to achieve school improvement.

Section 5/34-2.3 of the Illinois School Code requires the Board to adopt the principal performance evaluation form to be used by a Local School Council in the annual evaluation of their principal.

A Local School Council will not issue an annual evaluation to a new principal using the attached form based on less than five school months of performance.

THIS SPACE INTENTIONALLY LEFT BLANK

LSC	Evaluation of the Principal 2015-16	
Princin	al Name:	
School		
Rating	Period:	
Princip	pal Professional Practice	
Enter a n	umber for each of the Key Behaviors below using the following scale: 1 = Strongly Disagree; 2 = Disagree; 3 = Agree; 4 = Strong	ly Agree.
_	ency A: Champions Teacher and Staff Excellence Through a Focus on Continuous Improvement to Develop and A	chieve
-	on of High Expectations for All Students Vior S	days (4. 4)
Key Beha Standa	ivior <u>ird A1</u> : Develops, implements, and monitors the outcomes of the Continuous Improvement Work Plon (CIWP) and school-wide s	core (1-4)
	ement data results ta improve student achievement	, court
1	Identifies a diverse CIWP team (6-15 members including parents, teachers, school staff, and community leaders Including LSC or PAC members) and involves them in the CIWP planning process	
2	Provides timely updates on progress toward CIWP benchmarks to LSC	
	ard A2 : Creates a continuous improvement cycle that uses multiple forms of data and student work samples to support individua wide improvement goals, identify and address areas of improvement, and celebrate success	al, team, and
3	Delegates responsibility and empowers teams in the work of the school; and clearly communicates expectations and timelines (examples of teams can include ILT, Grade-Level Teams, Professional Problems Committee, etc.)	
Standar	d A3 : Colloborates with staff to allocate personnel, time, material, and adult learning resources appropriately to achieve the CI	WP targets
4	Maximizes existing school and district resources in order to support the achievement of CIWP priorities	
5	Provides LSC with budget and internal accounts reports on a regular basis .	
Standa	rd A4 : Creates a safe and orderly environment	
5	Creates a safe and orderly environment (e.g., train staff on School Safety Plan, ensure orderly and timely start to school day, ensure orderly transitions between classes or during dismissal)	
After you	have assessed each Key Behavior, add the points and divide the total by 6 to get the Competency Score.	
	Competency A Score: Rounded to the nearest tenth (Between 1.0 and 4.0)	
Compete	ency B: Creates Powerful Professional Learning Systems to Guaranteee Learning for All Students	
Key Beha		core (1-4)
	<u>ırd B1</u> : Works with and engages staff in the development and continuous refinement of a shared vision for effective teaching an lementing a standards-based curriculum relevant to student needs and interests, research-based effective practice, academic ri	
	rectations for student performance in every classroom	gus, uno
1	Ensures curricular plans are driven by Common Core State Standards (CCSS) and implemented consistently	
2	Coordinates curriculum planning between educators within and across grade levels, including educators serving English language fearners and students with disabilities to ensure alignment and consistency	
3	Ensures that English language learners and students with disabilities have access to quality instruction delivered by qualified teachers and are having learning needs met	
	Provides professional development, instructional coaching, and other resources to support teachers implementing	
	curriculum aligned to Common Core State Standards rd 82 : Evaluates the effectiveness of teaching and holds individual teachers accountable for meeting their goals by canducting it	Frequent
	and informal observations in order to provide timely written feedback on instruction, preparation, and classroom environment	
	Students	
5	Regularly observes teaching practice and provides timely and constructive feedback about instruction, preparation, and classroom environment grounded in CPS Framework for Teaching	
	have assessed each Key Behavior, add the points and divide the total by 5 to get the Competency Score.	
	Competency B Score: Rounded to the nearest tenth (Between 1.0 and 4.0)	

Page 1 of 5

Compet	ency C: Builds a Culture Focused on College and Career Readiness	
Key Beha		Score (1-4)
	<u>urd C1</u> : Leads a school culture and environment that successfully develops the full range of students' learning capacities, anal, behavioral, and physical	creative, sacial-
1	Exposes all students to college and career experiences that are linked to students' aspirations (e.g., college visits, job shadowing, internships, Career Day, etc.)	
2	Works with staff to define and implement a process requiring students to create both short and long term academic and social-emotional goals (e.g., student portfolios, progress tracking, goal sheets, surveys, etc.)	
3	Reviews and monitors Student Code of Conduct to ensure a supportive discipline model, emphasizing corrective and restorative responses before moving to out-of-school suspensions (as appropriate)	
4	Ensures all students have equitable access to rigorous and enriching curriculum beyond basic literacy and numeracy (e.g., science, arts, etc)	
5	For High School Principals Only: Enables students to earn Early College and Career Credentials (e.g., Advanced Placement, International Baccalaureate, Dual Credit, Dual Enrollment, and/or Career and Technical Certification)	
6	For High School Principals Only: Provides support for college enrollment and attendance (e.g., FAFSA completion, college match counseling, college applications, and counseling in the summer following graduation)	

After you have assessed each Key Behavior, add the points and divide the total by 4 (ES) or 6 (H5 or K-12) to get the Competency Score.

Competency C Score: Rounded to the nearest tenth (Between 1.0 and 4.0)

Competency D: Empowers and Motivates Families and the Community to Become Engaged

Key Beh	avior Score (1-4)
Stand	ard D1: Proactively engages families and communities in supporting their child's learning and the school's learning goals
1	Engages families in supporting their child's learning and the CIWP priorities (e.g., State of the School Address, PTA, PTO, PAC, BAC, parent-teacher conferences, etc.)
2	Fosters home-school connections, with communications and events focused on student progress toward academic and social-emotional expectations (e.g., principal newsletter, open house, report card pick-up, literacy night, Career Day, teacher-parent phone calls, etc.)
3	Responds to concerns of families in a professional and timely manner, providing resources to address concerns
4	Engages LSC, parents, and community members in school governance, problem-solving, and decision-making to ensure student success (e.g., dealing with issues of academic performance, discipline, attendance, etc.)
5	For Elementary School Principals Only: Develops and implements a comprehensive plan for families and children to successfully transition to kindergarten

After you have assessed each Key Behavior, add the points and divide the total by 4 (HS or ES with no Kindergarten) or 5 (ES) to get the Competency Score.

Competency D Score: Rounded to the nearest tenth (Between 1.0 and 4.0)

Competency E: Relentlessly Pursues Self-Disciplined Thinking and Action

Key Be	score (1-4)						
Ston	dard E1 : Creates and supports a climate that values, accepts and understands diversity in culture and point of view						
1	Builds collaboration, understanding, and respect between different stakeholder groups (students, staff, parents, LSC, community)(e.g., partnerships to access community resources)						
,2	Effectively responds and resolves concerns and issues of students, staff, parents, LSC, and community members						
3	Uses ongoing written and oral communication to effectively communicate with different stakeholders about school curriculum, activities, student achievement, and safety						
4	Motivates and inspires staff to contribute to success of school						
5	Maintains honesty, integrity, and professionalism in carrying out leadership responsibilities						
6	Fosters a school environment that embraces diversity and cultural differences (e.g., Diversity Professional Development, Community Service, Unity Month, Black History Month, National Hispanic Heritage Month, Women's History Month, etc.)						

After you have assessed each Key Behavior, add the points and divide the total by 6 to get the Competency Score.

Competency E Score: Rounded to the nearest tenth (Between 1.0 and 4.0)

Page 2 of 5

Principal Professional Practice Summary

Complete the table below by entering the Competency Scores from pages 1 and 2 into the Competency Score column. These Competency Scores are then multiplied by the Weights listed below to calculate a Weighted Score. The Weighted Scores are then added together to determine the Principal's Professional Practice Score. This section of the Principal Performance Evaluation must be completed and voted on by the LSC by June 30th.

Competency	Description	Competency Score	Weight (%)	Weighted Score
Competency A	Continuous Improvement and School Vision		0.25	-
Competency B	Professional Learning Systems		0.25	
Competency C	College & Career Readiness		0,20	
Competency D	Family & Community Engagement		0.20	
Competency E	Self-Disciplined Thinking		0.10	
	Professional Practice Score	A CANAGO TO THE COLOR		
Preliminary Principal F	Professional Practice Rating Level (See Rating Key)			
	sional Practice Score	A STATE OF THE PROPERTY OF THE PARTY OF THE PARTY OF	SY KAJATA	
Final Principal Profess	sional Practice Rating Level (See Rating Key)			

SC Chair Signature Number of Votes es Votes to Votes Abstained from Vote Comments The Final Principal Professional Practice Evaluation Rating is different from the Preliminary Principal Professional Practice Rating above, please provide an explanation below.	Date the LSC voted to ap	prove the Principal Pro	essional Practice Sco	ore & Rating Level:			
Number of Votes do Votes Abstained from Vote Comments If the Final Principal Professional Practice Evaluation Rating is different from the Preliminary Principal Professional Practice Rating above, please provide an explanation below.							
lo Votes Abstained from Vote Comments If the Final Principal Professional Practice Evaluation Rating is different from the Preliminary Principal Professional Practice Rating above, please provide an explanation below.	SC Chair Signature				Date		
Abstained from Vote Comments It the Final Principal Professional Practice Evaluation Rating is different from the Preliminary Principal Professional Practice Rating above, please provide an explanation below.		Number of Votes					
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f the Final Principal Professional Practice Evaluation Rating is different from the Preliminary Principal Professional Practice Rating above, please provide an explanation below.	Comments						
orovide an explanation below.		ssional Practice Evaluat	on Rating is different	from the Prelimina	ry Principal Profession	nal Practice Rating al	oove. please
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Student Growth and Other Measures

The Student Growth and Other Measures score is calculated by the CPS Office of Accountability based on the scoring found in the Board's School Quality Rating Policy (SQRP) for those SQRP metrics specified by the CEO. The same SQRP metrics and scoring used for the CEO's Principal Evaluation will be used for the LSC's Principal Evaluation. The SQRP metrics specified by the CEO and related scoring are itemized on the Student Growth and Other Measures report provided to LSCs by the CPS Office of Accountability in the Fall. Please enter the Score and Rating Level from the CPS Student Growth and Other Measures report below.

Indicator	Description	Score (1-4)
Student Growth and Other Measures	Score from SQRP metrics specified by the CEO and itemized in the Student Growth and Other Measures Report for LSCs	
Student Growth and Other Measures Rati	ng Level (See Rating Key)	

Preliminary Summative Rating

Complete the table below by entering the Principal Professional Practice Score and the Student Growth and Other Measures Score into the column labeled Score. Then multiply each Score by .50 to determine a Weighted Score. These Weighted Scores are then added together to determine the Preliminary Summative Rating, if for any reason a SQRP report is not issued to a school for a particular school year, the final rating shall be determined based on the Principal Professional Practice Score only, which shall include any Additional Indicators. This Preliminary Summative rating is subject to final review and determination by the LSC. In the event the LSC awards a Final Summative Rating that is different from the Preliminary Summative Rating, the LSC shall include an explanation on page 5.

Component		S	core	Weight	Weighted Score
Principal Practice				0.50	
Student Growth and Other Meas	ures			0.50	
Preliminary Summative Rating S	core		200 MIN 200 MIN 1		
Preliminary Summative Rating L	evel		a granistasia		

Additional Indicators (Optional)

The Additional Indicators section is optional. The LSC and principal may decide to include Additional Evaluation Indicators to the principal's annual performance evaluation. All Additional indicators must be agreed upon by the LSC and principal and recorded by November 1st or such later date as specified by the CEO. If more than two Additional Indicators are specified, please attach additional pages. For each indicator included below, write a description of the indicator. Please use these indicators to inform the Final Summative Principal Evaluation Rating.

Indicator	Description	
Indicator 1 (optional)		
Indicator 2 (optional)		

Rating Key

Rating	Min. Score	Max. Score	
Excellent	3.5	4	
Proficient	2.5	3.4	
Developing	1.5	2.4	
Unsatisfactory	1	1.4	

Final Summative Principal Evaluation Rating

The LSC shall determine the Principal's Final Summative Evaluation Rating after considering all scores in the Preliminary Summative Rating section of this form along with the additional indicators and other factors deemed relevant. Please check the box below to record the Final Summative Rating issued to the Principal. If the Final Summative Rating is different from the Preliminary Summative Rating, the LSC shall indicate the reasons and rationale for the differences in the Comments section provided below.

4		Rating
	Excellent	
	Proficient	
Final Summative Principal Evaluation Rating	Developing	
	Unsatisfactory	
Lan		<u></u>
Date the LSC voted to approve the Final Summative Prin	cipal Evaluation Rating Level:	
Number of Votes		
/es Votes		
No Votes		
Abstained from Vote		
<u>Comments</u>		
LSC additional Principal Evaluation comments below. If the	ne Final Summative Principal Eva	aluation Rating is different from the Preliminary Summa
Rating on page 3, please provide an explanation below as		
Principal Responses:		
<u>Signatures</u>		
LSC Chair Name (print)	Date	Signature
Principal Name (print)	Date	Signature
· · · · · · · · · · · · · · · · · · ·		a-ig-residence

Page 5 of 5

15-0722-EX3

APPROVE PAYMENT TO THE ACADEMY FOR URBAN SCHOOL LEADERSHIP FOR MANAGEMENT CONSULTING SERVICES AND PROFESSINAL DEVELOPMENT CONSULTING SERVICES FOR TEACHER TRAINING ACADEMIES

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

Approve payment to the Academy for Urban School Leadership ("Consultant" or "AUSL") for management consulting services and professional development school consulting services provided to the Office of Network Support for the period July 1, 2014 through June 30, 2015 at a total cost as specified in the Compensation section below. These services were rendered without prior Board approval and all services have been completed. Consultant was selected on a non-competitive basis due to the unique design of their year-long master's degree residency program for teacher training and certification.

CONSULTANT:

Academy for Urban School Leadership (AUSL

3400 North Austin Avenue Chicago, Illinois 60634 Phone: (773) 534-3885

Contact Person: Dr. Donald Feinstein

Vendor Number: 39861

USER:

Office of Network Support 125 South Clark Street, 4th Floor

Chicago, Illinois 60603 Phone: (773) 553-3447 Contact Person: Denise Little

SCOPE OF SERVICES: AUSL, in partnership with the leadership teams at its training academies (Dodge Renaissance Academy, Chicago Academy, National Teachers Academy, Tarkington School of Excellence, Chicago Academy High School, Collins Academy High School and Eric Solorio Academy High School) and training sites (Fuller School of Excellence, Curtis School of Excellence, Deneen School Excellence, Howe School of Excellence, Johnson School of Excellence, Marquette School Excellence, Morton School of Excellence and Phillips Academy High School of Excellence), established dual mission teacher training schools to train and developed teacher residents working towards a Master of Arts in Teaching or a Masters in Education degree. Teacher residents complete a year-long residency at one of the above schools, working in close partnerships with mentor teachers to develop and refine their teaching expertise. Resident teacher candidates were recruited and selected by AUSL, and provided approximately 500 hours each of assistance to the classrooms of the participating schools 4 days per week in exchange for a stipend paid by AUSL. AUSL also provided school management consulting services, which include support in personnel selection, curriculum decisions, budget allocations and other aspects of high quality school management to the school principals.

DELIVERABLES: AUSL delivered a professional development program at the schools listed above which included:

- Rigorous instructional training for pre-service resident teacher candidates and other in-service teachers
- Innovative approaches to instructional practice that served as a resource to the staff members and administration of as well as for the District as a whole.
- Creative strategies, incentives, and supports to attract and retain certified, highly qualified, experience, and award-winning educators.
- An evaluation of the effectiveness of integration of professional development into curricula and instruction, ultimately increasing instructional capacity at the schools.
- · A mechanism and infrastructure to facilitate sharing of best practices and innovations.

AUSL also served as a model for professional learning communities for other CPS schools with retention of at least 90% of graduation participants of the program and at least 80% of the AUSL teacher residents.

OUTCOMES: AUSL services resulted in a high-quality teacher preparation program that serves as a model for urban teacher development.

At least 90% of residents that completed the program will be staffed in CPS schools for no less than a period of four years.

The CPS mentor teachers increased their capacity to provide mentoring as measured by evaluations performed by AUSL staff members.

COMPENSATION: The Professional Development School program was allocated funds at a rate of \$33,000 per teacher resident. An additional program evaluation at \$350,000 was made for each participating school that served as a training academy with 10 or more teacher residents onsite and \$265,000 for each participating school that served as training site with 8 or more starting teacher residents onsite. AUSL shall be paid the sum of \$3,100,000.

AFFIRMATIVE ACTION: Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this is exempt from review because the vendor operates as a not-for-profit organization.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Charge to Office of Network Support: \$3,100,000

Fiscal Year: 2015 - \$3,100,000

Budget Classification: 11110-115-54125-232102-000000

Board Member Ward abstained from Board Report 15-0722-EX3.

15-0722-EX4

ADJUST THE ATTENDANCE BOUNDARIES FOR ORIOLE PARK ELEMENTARY SCHOOL AND EVERETT MCKINLEY DIRKSEN ELEMENTARY SCHOOLS

THE CHIEF EXECUTIVE OFFICER RECOMMENDS:

Effective July 22, 2015, adjust the attendance boundaries for the Oriole Park Elementary School ("Oriole Park") located at 5424 North Oketo Avenue, and Everett McKinley Dirksen Elementary School ("Dirksen") located at 8601 North Foster Avenue.

A public hearing was held on July 7, 2015, at the Oriole Park Field House, located at 5430 North Olcott Avenue to discuss the proposed boundary changes.

DESCRIPTION:

These changes have been requested due to safety concerns relating to the crossing of Cumberland Avenue; this is a very busy street with multiple lanes of traffic. This change will avoid students having to cross Cumberland Avenue to attend their attendance-area school by cutting the boundary down Cumberland Avenue; students residing east of Cumberland will be entitled to attend Oriole Park students residing west of Cumberland will be entitled to attend Dirksen. No current students will be required to be reassigned from one school to another as a result of this change.

Adjust the Attendance Boundary for Oriole Park Elementary School (School ID # 610105)

Effective July 22, 2015, Grades kindergarten through eighth;

Begining at Cumberland Ave and Higgins Rd
East to Canfield Ave
South to the Kennedy Expressway
Southeast to Harlem Ave
South to Gregory St
East to Mont Clare Ave
South to Foster Ave
West to Harlem Ave
South to city limits at Foster Ave
West and south along city limits to Cumberland Ave
North to the starting point

Adjust the Attendance Boundary Everett McKinley Dirksen Elementary

School (School ID # 609874)

Effective July 22, 2015, Grades kindergarten through eighth;

Beginning at the junction of the Des Plaines River and Higgins Rd East to Cumberland Avenue
South to the city limits at 5249 North
West to Delphia Ave
South to Foster Ave
East and south along to the city limits to Cumberland Ave
South to Argyle St
West and north along the city limits to East River Rd
South to Lawrence Ave
East to Cumberland Ave
South to Montrose Ave
West to East River Rd
North to Lawrence Ave
West to the Des Plaines River
North to the starting point

LSC IMPLICATIONS: Not applicable.

FINANCIAL:

No additional cost to the Chicago Public Schools

PERSONNEL.

IMPLICATIONS:

These schools will be staffed according to the ratios in the Agreement between the Board of Education of the City of Chicago and the Chicago Teachers Union.

15-0722-OP1

AMEND BOARD REPORT 14-1217-0P1 DISPOSITION OF BIDS RECEIVED FOR THE FORMER MARCONI SCHOOL SITE LOCATED AT 230 NORTH KOLMAR AVENUE

THE INTERIM CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

That the Board request the Public Building Commission of Chicago ("PBC") and the City of Chicago ("City") convey to United for Better Living, Inc. NFP, an Illinois not-for-profit corporation ("Purchaser"), the land and improvements located at the former Marconi School site, 230 North Kolmar Avenue, Chicago, Illinois ("Property") as further described herein. The Offer to Purchase Real Estate contained in the bid solicitation, which has been executed by the Purchaser, will convert to a contract upon acceptance and execution by the Board. Information pertinent to this agreement is stated below.

This July 2015 amendment is necessary to correct the legal description and to authorize the City to issue a deed to the buyer for a portion of the Property.

LEGAL DESCRIPTION & PIN: See the attached Exhibit A.

BID INFORMATION: In accordance with 105 ILCS 5/34-21, the Property was advertised for sale from October 24, 2014, through November 24, 2014. Bids were received by the Procurement Department by 2:00 p.m. on November 24, 2014, and opened on the same date. Two (2) bids were received, and United for Better Living, Inc. NFP submitted the highest bid in the amount of \$100,000. A summary of the bids is as follows:

	Bidder	Bid
Bidder 1	United for Better Living, Inc. NFP	\$100,000.00
Bidder 2	Ed Rohn	\$10.00

APPRAISAL: In December 2014, a valuation of the Property was made for the benefit of the Board, which indicated a value as follows:

Appraiser: KMD Valuations Group, LLC Market Value Estimate: Beginning at \$550,000

RECOMMENDATION: The Property is not needed for school purposes. The Property previously housed Marconi Elementary School, which closed in 2013. The sale of the Property is in the best interests of the Board in accordance with 105 ILCS 5/34-21. The PBC and the City shall include a restrictive covenant in the deeds requiring a portion or all of the Property to be used exclusively as an alternative or options school for any K-12 grades and for no other purpose without prior written approval from the Board. Title to the Property will revert back to the City of Chicago, in Trust for Use of Schools, or the Public Building Commission of Chicago, as legal title holder of record for the benefit of the Board if this restriction is breached without the Board's prior written approval. The Property shall be sold "as is, where is." The appraisal and the bids received were reviewed and it is recommended that the following bid be accepted:

Name: United for Better Living, Inc. NFP

Address: 4540 West Washington Boulevard, Chicago, IL 60624

Contact: Rev. David Whittley / (773-261-3309)

Offer: \$100,000

AUTHORIZATION: Authorize the President and Secretary to execute the Offer to Purchase agreement and to modify the legal description if necessary upon receipt of a title commitment and survey. Authorize the PBC and the City to issue deeds in favor United for Better Living, Inc. NFP. Authorize the General Counsel to take any and all actions required to effectuate this transaction. Authorize the General Counsel and Chief Operating Officer to execute any and all ancillary documents required to administer or effectuate this transaction.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is not applicable to this transaction.

FINANCIAL: Proceeds (Purchaser's bid price, less closing costs and seller's brokerage fee) to be credited to the Capital Asset Fund.

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

EXHIBIT A

THE PROPERTY

The Board reserves the right to make changes as necessary to clarify or correct property information.

Property address: Former Marconi site, 230 North Kolmar Avenue, Chicago, Illinois

PIN: 16-10-320-019, 16-10-320-020, 16-10-320-021, 16-10-320-022

Legal Description:

LOTS 1 TO 8, BOTH INCLUSIVE, LOT 9 (EXCEPT THE WEST 15 FEET THEREOF USED FOR STREET), LOTS 11 TO 18, BOTH INCLUSIVE, AND LOTS 19 24 TO 26, BOTH INCLUSIVE, IN BLOCK 2 IN JOHN D. CUDDIHY'S RESUBDIVISION OF BLOCK 22 (EXCEPT STREETS HERETOFORE DEDICATED) OF WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND VACATED ALLEYS.

15-0722-PR1

RATIFY FINAL RENEWAL AGREEMENT WITH NORTHWEST EVALUATION ASSOCIATION FOR ADAPTIVE GROWTH ASSESSMENT

THE INTERIM CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify final renewal agreement with Northwest Evaluation Association to provide a computer-based adaptive assessment tool, implementation services, professional development services, technical support, data integration and reporting services to the Department of Student Assessment at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number: 11-250057

Contract Administrator: Gromadzka, Ms. Justyna / 773-553-2273

VENDOR:

1) Vendor # 43763 NORTHWEST EVALUATION ASSOCIATION 121 NW EVERETT STREET PORTLAND, OR 97209 Molly Held 503 624-1951

Ownership: Non Profit

USER INFORMATION:

Contact:

16050 - Accountability

42 West Madison Street

Chicago, IL 60602

Barker, Mr. John R.

773 553-2560

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 12-0222-PR3 as amended by 13-0123-PR1) in the amount of \$5,000,000 is for a term commencing March 1, 2012 and ending June 30, 2013, with the Board having three (3) options to renew for periods of one (1) year each. The agreement was renewed (authorized by Board Report 13-0626-PR1) in the amount of \$4,000,000 for a term commencing July 1, 2013 and ending June 30, 2014. The agreement was renewed for a second time (authorized by Board Report 14-0625-PR3) in the amount of \$3,500,000 for a term commencing on July 1, 2014 and ending June 30, 2015. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing July 1, 2015 and ending June 30, 2016.

OPTION PERIODS REMAINING:

There are no option periods remaining

SCOPE OF SERVICES:

Vendor will continue to provide assessments, reporting tools, professional development, consulting services, and implementation support for a computer-based adaptive assessment that will provide data that can be used to improve instruction and measure student learning growth. Additional services provided may include, but are not necessarily limited to, technical support, project management, and problem resolution, training, technology support and guidance from content and measurement experts. This program serves students in kindergarten through grade 8.

USE OF SOFTWARE: The Board will use the software to administer multiple assessments each year in reading, mathematics, and science. Online student result reports will be immediately available upon the conclusion of testing. The system will provide web-based analytic and reporting tools that are easy to use and intuitive for users at all technical skill levels. Vendor will provide, and Board staff shall have access to, in-person and online professional development and training opportunities to learn the concepts and practices necessary to administer the assessment and apply its results to instruction.

DELIVERABLES:

Vendor will continue to install the system at all participating schools and train all Board-identified users in the administration and use of the assessments.

OUTCOMES:

The Board will have the ability to administer multiple assessments per year in reading, mathematics and science, and to accurately measure student learning growth on the basis of these administrations. Performance measures may include, but are not necessarily limited to: 1) percent of project milestones met, 2) percent of teachers administering the assessment, 3) utilization rate of reports, and 4) percent of users satisfied with the system.

COMPENSATION:

Vendor shall be paid during this option period in accordance with the prices contained in the renewal agreement; Estimated annual costs for this option period are set forth below: \$3,100,000, FY16

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief of Accountability to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

This agreement is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this agreement are 15% total MBE and 5% total WBE participation.

The Vendor had identified the following:

Total MBE - 15% Sierra Consulting Group, Inc. 4856 S. Champlain Ave., Suite 1N Chicago, IL 60615 Contact: Ray Harth, Jr.

Ownership: Ray Harth, Jr., 51%

Total WBE - 5% Victory Productions, Inc. 55 Linden Street Worcester, MA 01609 Contact: Raul Porras

Ownership: Victoria Porras, President & CEO, 51%

DDI Teacher Consulting 24091 N. Quentin Rd. Lake Zurich, IL 60047 Contact: Mary Liebforth

Ownership: Kathleen Dawson, President, 51%

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115 Student Assessment, Unit 11210 \$3,100,000, FY16 Not to exceed \$3,100,000 for the one (1) year term

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

15-0722-PR2

AMEND BOARD REPORT 15-0225-PR5 AUTHORIZE THE FIRST RENEWAL AGREEMENTS WITH VARIOUS VENDORS FOR SOCIAL EMOTIONAL LEARNING SERVICES

THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreements with various Vendors to provide social emotional learning services to the Department of College and Career Success, as well as all Network and Schools at an estimated annual cost as set forth in the Compensation Section of this report. Written documents exercising this option are currently being negotiated. No payment shall be made to any Vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each Vendor in the event their written document is not executed within 120 days of the date of this amended Board Report. Information pertinent to this option is stated below.

This July 2015 amendment is necessary to add twenty (20) new vendors to the attached list (Specification 15-350034). Written master agreements with the new Vendors are currently being negotiated. No services shall be provided by and no payment shall be made to any new Vendor prior to execution of their master agreement.

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-3295

USER INFORMATION:

Project

10895 - Social and Emotional Learning

Manager:

42 West Madison Chicago, IL 60602

Van Ausdal, Miss Karen Leah

773-553-5446

ORIGINAL AGREEMENT:

The original Agreements (Specification No. 12-250016 authorized by Board Report 12-0627-PR12 as amended by 12-0725-PR13 and 12-0822-PR9; and, Specification 13-250008 authorized by Board Report 13-0626-PR15) for a term commencing upon execution and ending June 30, 2015, with the Board having two (2) options to renew for one (1) year terms each. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of each agreement is being renewed for one (1) years commencing July 1, 2015 and ending June 30, 2016.

TERM FOR NEW VENDORS: The term of the master agreement for each new vendor added shall commence upon execution and end June 30, 2016 with one (1) renewal option for a period of one (1) year.

OPTION PERIODS REMAINING:

There is one (1) option period for one (1) year remaining.

SCOPE OF SERVICES:

Vendors shall continue to provide the services described below for each category awarded. The category awarded to each vendor is indicated below.

Category 1 - Direct Service:

Agencies and community partners/providers commit to a full school year of services/supports. All agencies and partners must meet state and district standards (outlined for specific subcategories below). All instruction, services and supports will be evidence-based and appropriate for a diverse school environment.

Direct services for Social Emotional Learning ("SEL") providers include, but are not limited to, the following:

Student Social Emotional Skill Development: The services provided will focus on the following types of skills: self-awareness. Self-management, relationship building and problem solving.

Parent Skill Development: Vendors will provide training targeted for parents/guardians/supportive adults in the lives of our students to build their skills to support the development of student social-emotional skills in the home, including learning about the content of and being able to reinforce strategies detailed in other categories.

Social, Emotional and Behavioral Interventions: Vendors will provide behavioral interventions, for the purposes of this category, are intended to be therapeutic strategies with focused skill development. These interventions are specifically designed to positively impact a student or small group of students with specific social-emotional barriers to learning.

Programs for Targeted Populations: This is a single strategy or a menu of supports designed to reach stabilization outcomes for the targeted population, such as school re-enrollment, increased school attendance, decreased discipline infractions, decreased involvement with the justice system, etc. This category is intended to highlight strategies that could be effective regardless of the frequency of student attendance in school. Strategies will be implemented by vendor staff or trained school staff.

Category 2 - Curriculum and Materials: All curriculum and materials must demonstrate strategies that have previously worked in other large school districts and meet local, state and federal requirements. All curricula and materials that support the delivery of structured interventions to address student barriers to learning before, during and after school.

Category 3 - Professional Development: Professional development includes education, training and technical assistance for school staff to improve their systems or structures and/or to integrate social-emotional learning into their instructional planning and practice. Services could include a single session or ongoing interaction with the school. Services may include professional development sessions, facilitation of professional learning communities, or direct coaching and consultation on a school or individual staff practice relative to the desired model.

Professional development for social emotional learning includes, but is not limited to, the following:

School Structures and Systems: School structures are defined to include protocols, procedures and/or processes that are intended to guide and/or change the operations of any location or person in the school to improve the learning climate. Similarly, systems are defined as a sequences or series of structures or strategies that should result in the same. These strategies will most often organize human and other resources in the school differently to solve a problem or concern and/or capitalize on an opportunity to develop a more preventive or proactive learning climate.

Student Social Emotional Skill Development: Training will be provided for adult employees and/or partners who will implement SEL skill curriculum or strategies. Training should ensure strategy is implemented with fidelity and is appropriate to the age, grade, and students' cultural and linguistic background. Training will ensure that staff are able to modify for students with disabilities and students for whom English is a Second Language ("ESL").

Staff Skill Development for Awareness and Application in Current Practice: Training will be provided for adult employees and/or partners intended to build their skill set as required to execute effectively with other SEL or school climate strategies already in use, but with content that is not specific to any strategy.

DELIVERABLES:

Vendors will continue to provide the following deliverables: education, training, and technical assistance for school staff to improve their systems or structures and to integrate social-emotional learning into their instructional planning and practice.

OUTCOMES:

Vendors' services will result in the following outcomes for Category 1 - Direct Services: Increased attendance
Decreased out of school suspension/expulsion
Increased on track rate for students who are off track due to attendance/behavior
Decreased inappropriate behaviors as measured by the SCC
Increased student engagement in school
Increase in student SEL Skills

For specific high risk students, the performance metrics will be as follows:

- 1. Attendance. A 15 percent increase in the Student Participant's attendance measured at the end of each semester.
- 2. Reduction in Misconducts. A 50 percent reduction in serious misconducts (L-4 L-6) by the Student Participant, measured at the end of each semester.
- 3. G.P.A. Improvement. A 0.5 point improvement in the Student Participant's G.P.A. each semester (HS students only).
- 4. Credit Toward Graduation. An increase in credits earned toward graduation for off-track students, and keeping pace with credit requirements for students on-track (HS students only).

Vendors' services will result in the following outcomes for Category 2 -Curriculum and Materials: The District will have access to curriculum and materials that support SEL development of strategies that have previously worked in other large school districts and have shown positive outcomes in similar environments and Vendors will meet local, state and federal requirements. In addition, the curriculum and materials will include both skill instruction and skill practice.

Vendors' services will result in the following outcomes for Category 3 - Professional Development: Education, training and technical assistance for school staff to improve their systems or structures and/or to integrate social-emotional learning into their instructional planning and practice.

COMPENSATION:

Vendors shall be paid as specified in each Vendor's respective agreement; total for this option the period July 1, 2015 - June 30, 2016 not to exceed the sum of \$15,000,000.00 in aggregate for all vendors.

AUTHORIZATION

Authorize the General Counsel to include other relevant terms and conditions in the written option documents <u>and new master agreements</u>. Authorize the President and Secretary to execute the option documents <u>and new master agreements</u>. Authorize the Chief Officer of College and Career Success to execute all ancillary documents required to administer or effectuate the option <u>and master</u> agreements.

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, a determination shall be made as to when transactions should be excluded from the contract specific M/WBE goals. It has been determined that the participation goal provisions of the Program do not apply to transactions where the pool of providers includes Not-for-Profit organizations.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL

Multiple Funds, Multiple School Units, FY16, \$15,000,000.00 Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

5)

6)

1)

Vendor # 94865
3-C INSTITUTE FOR SOCIAL
DEVELOPMENT
1901 N. HARRISON AVE., STE 200
CARY, NC 27513
David Debs
919 677-0102

Category 2

2)
Vendor # 21152
A KNOCK AT MIDNIGHT
400 W. 76TH STREET., STE 206
CHICAGO, IL 60620
Minister Johnny Banks Sr.
773 488-2960

Category 1 7)

3)

Vendor # 38920

AGILE MIND EDUCATIONAL HOLDINGS, INC
4101 WILLIAM D. TATE, STE 101

GRAPEVINE, TX 76051

Susan Johnson
817 424-2863

Category 3

4)
Vendor # 45712
ALBANY PARK COMMUNITY CENTER, INC
1945 W. WILSON ., 3RD FLR.
CHICAGO, IL 60640
Harold Rice
773 433-3202

Category 1

Vendor # 37537 ALLIANCE FOR COMMUNITY PEACE 509 W. ELM STREET CHICAGO, IL 60610 Dr. Walter B. Johnson Jr. 312 943-8530

Category 1

Vendor # 13789 ALTERNATIVES, INC. 4730 N. SHERIDAN ROAD CHICAGO, IL 60640 Judith Gall 773 506-7474

Category 1, 3

Vendor # 40737 ANN AND ROBERT H. LURIE CHILDREN'S HOSPITAL OF CHICAGO 225 EAST CHICAGO AVE. CHICAGO, IL 60611-2605 Colleen Cicchetti 773 775-6335

Category 3

Vendor # 46955 ASPIRA INC. OF ILLINOIS 2415 N MILWAUKEE AVENUE CHICAGO, IL 60647 Ivette Nieves 773 252-0970

Category 1

8)

9) 13) Vendor # 82291 Vendor # 14221 ASSIST HER, INC BUILD, INC 5100 W. HARRISON 6347 S. INGLESIDE, UNIT 1 CHICAGO, IL 60637 CHICAGO, IL 60644 Samantha Coleman Roslind Blasing-Buford 773 744-2031 773 227-2880 Category 1 Category 1 10) 14) Vendor # 36033 Vendor # 64915 BLACK STAR PROJECT, THE CARLA A. TANTILLO DBA MINDFUL **PRACTICES** 3509 S. KING DRIVE., STE 2B 204 S. RIDGELAND CHICAGO, IL 60653 OAK PARK, IL 60302 Kirsten Rakke Carla Tantillo 773 285-9600 708 997-2179 Category 1 Category 2 11) Vendor # 10869 15) BRIGHT STAR COMMUNITY OUTREACH, Vendor # 11359 INC CATHOLIC BISHOP OF CHICAGO-SAINT **SABINA** 4518 S. COTTAGE GROVE., 1ST FLR. 1210 WEST 78TH CHICAGO, IL 60653 CHICAGO, IL 60620 Ruth Robinson Jocelyn Jones 773 616-7287 773 483-4300 Category 1 Category 1 12) Vendor # 39142 16) **BRIGHTON PARK NEIGHBORHOOD** Vendor # 14964 COUNCIL **CENTRAL STATES SER** 4477 S. ARCHER AVE. 3948 W 26TH ST., STE. 213 CHICAGO, IL 60632 CHICAGO, IL 60623 Patrick Brosnan Guadalupe Preston 773 523-7110 773 542-9030 Category 1 Category 1

17) 21) Vendor # 15902 Vendor # 21068 CHANNING BETE COMPANY, INC. CORNERSTONE COUNSELING CENTER OF **CHICAGO** ONE COMMUNITY PLACE 1111 N. WELLS ST., SUITE 400 SOUTH DEERFIELD, MA 01373 CHICAGO, IL 60610 Customer Representative E. Susanne Francis 800 628-8833 312 573-8860 Category 2 Category 1, 3 18) Vendor # 25624 22) CHILDREN'S HOME & AID SOCIETY OF Vendor # 26058 ILLINOIS Center for the Collaborative Classroom 125 S. WACKER, 14TH FLOOR 2000 EMBARCADERO, #305 CHICAGO, IL 60606-4475 OAKLAND, CA 94606 **Emily Kropp** Ginger Cook 312 455-5280 800 666-7270 Category 1 Category 2, 3 19) 23) Vendor # 28133 Vendor # 96666 COMMITTEE FOR CHILDREN DIME CHILD FOUNDATION 2815 SECOND AVE., STE 400 1130 SOUTH WABASH STE 500 SEATTLE, WA 98121 CHICAGO, IL 60605 Richard Israel Wamita Taylor 800 634-4449 312 461-0200 Category 2, 3 Category 1 20) 24) Vendor # 31969 Vendor # 23814 COMMUNITY ORGANIZING & FAMILY Engaging Schools Inc ISSUES 23 GARDEN STREET 1436 WEST RANDOLPH, 4TH FLR. CAMBRIDGE, MA 02138 CHICAGO, IL 60607 Larry Dieringer Ellen Schumer 617 492-1764 312 226-5141 Category 2, 3

Category 1

25) 29) Vendor # 27716 Vendor # 45510 **GADS HILL CENTER ENLACE CHICAGO** 2756 S. HARDING AVE 1919 W. CULLERTON CHICAGO, IL 60608 CHICAGO, IL 60623 Michael D. Rodriguez Maricela Garcia 312 226-0963 773 542-9233 Category 1 Category 1 26) 30) Vendor # 42557 Vendor # 64912 **FACING HISTORY & OURSELVES NATIONAL** H2 GROUP THE, LLC FKA HEALTHY FOUNDATION, INC HEROES, LLC 16 HURD ROAD 5116 FOREST LANE DOWNERS GROVE, IL 60515 **BROOKLINE, MA 02445** Bonnie Oberman Lane JaBaay 773 718-1808 312 726-4500 Category 3 Category 2 31) 27) Vendor # 30387 Vendor # 94873 FATHER FLANAGAN'S BOYS' HOME **HEALING EMPOWERING & LEARNING** PROFESSIONALS, LLC 13603 FLANAGAN BLVD 1525 EAST 53RD STREET., STE 425 BOYS TOWN, NE 68010 CHICAGO, IL 60615 Steph Jensen Karen D. McCurtis-Witherspoon 402 498-3394 773 991-3747 Category 2, 3 Category 1 28) Vendor # 19795 32) FRANKLIN COVEY CLIENT SALES, INC Vendor # 25627 **HUMAN RESOURCES DEVELOPMENT** 2200 WEST PARKWAY BLVD. INSTITUTE, INC. SALT LAKE CITY, UT 84119 222 S JEFFERSON Meg Thompson CHICAGO, IL 60661 267 716-4394 Joel K. Johnson 312 441-9009 Category 3 Category 1

33) 37) Vendor # 23804 Vendor # 93955 ILLINOIS CAUCUS FOR ADOLESCENT LIFE BUILDERS **HEALTH** 10204 S. FOREST AVE 226 S. WABASH, STE 900 CHICAGO, IL 60628 CHICAGO, IL 60604 Eric Arnold Yamani Hernandez 312 671-0516 312 427-4460 Category 1 Category 1, 3 38) 34) Vendor # 97075 Vendor # 29423 LUSTER LEARNING INSTITUTE, NFP INNER VISION INTERNATIONAL 1126 HILLCREST AVE. 27 N. WACKER DR #180 HIGHLAND PARK, IL 60035 CHICAGO, IL 60606 Jai Luster Dwayne Bryant 847 748-7482 312 986-0771 Category 2, 3 Category 1 39) 35) Vendor # 12230 Vendor # 67699 MCGRAW-HILL SCHOOL EDUCATION, LLC KAGAN PROFESSIONAL DEVELOPMENT 860 TAYLOR STATION RD. P.O. BOX 72008 BLACKLICK, OH 43004 SAN CLEMENTE, CA 92673 Susan Walker Darcey Skelton 800 334-7344 800 266-7576X139 Category 3 Category 3 40) 36) Vendor # 14326 Vendor # 61218 MENTAL HEALTH AMERICA OF ILLINOIS LIBERATION CHRISTIAN CENTER 70 EAST LAKE STREET., STE 900 7400 S. MICHIGAN AVE. CHICAGO, IL 60601 CHICAGO, IL 60619 Carol Gall Bishop James E. Dukes 312 368-9070 773 436-7940 Category 3 Category 1

41) 45) Vendor # 01960 Vendor # 46701 METROPOLITAN FAMILY SERVICES 7 PERSPECTIVES CHARTER SCHOOL 1 NORTH DEARBORN-STE 1000 3663 S. WABASH, 3RD FLR. CHICAGO, IL 60655 CHICAGO, IL 60602 Colleen Jones Greg Lowe 312 604-2148 312 986-4135 Category 1 Category 3 42) 46) Vendor # 12124 Vendor # 96850 MIKVA CHALLENGE GRANT FOUNDATION PHALANX FAMILY SERVICES 332 S. MICHIGAN AVE. 4TH FLR. 1201 WEST 115TH STREET CHICAGO, IL 60604 CHICAGO, IL 60643 Brian Brady Robbie Sanders 312 863-6340 773 291-5600 Category 1 Category 1, 3 43) 47) Vendor # 25588 Vendor # 31456 Center for Responsive Schools Inc PLANNED PARENTHOOD OF ILLINOIS 85 AVENUE A. 18 S. MICHIGAN AVE., 6TH FLOOR TURNERS FALLS, MA 01376 CHICAGO, IL 60603-0000 Karen Casto Anthony Fiore 800 360-6332 312 592-6800 Category 3 Category 1, 3 44) 48) Vendor # 33701 Vendor # 43912 ORIGINS PROGRAM, THE POSITIVE ACTION, INC. 3805 GRAND AVENUE SOUTH 264 4TH AVE. SOUTH MINNEAPOLIS, MN 55409 TWIN FALLS, ID 83301 Dr. Terrance Ross Carol Allred 612 822-3422 208 733-1328

Category 3

Category 3

49) 53) Vendor # 26197 'Vendor # 97412 PREVENTION FIRST School Association for Special Education in **DuPage County** 2800 MONTVALE DRIVE MIDWEST PBIS SPRINFIELD, IL 62704-4291 Lombard, IL 60148 Karel Homrig Brian Meyer 217 793-7353 630 620-9032 Category 3 Category 3 50) Vendor # 80780 54) RIPPLE EFFECTS, INC. Vendor # 98781 TEACHING STRATEGIES, INC DBA SAFE & 33 NEW MONTGOMERY ST., # 1210 CIVIL SCHOOLS SAN FRANCISCO, CA 94105 P.O. BOX 50550 Lew Brentano **EUGNE, OR 97405** 415 227-1669 Jan Reinhardtsen 541 345-1442 Category 2, 3 51) Category 2, 3 Vendor # 80594 SCHOOL-CONNECT, LLC 55) Vendor # 12392 6202 WILMETT RD. UCAN (UHLICH CHILDREN'S ADVANTAGE BETHESDA, MD 20817 NETWORK) Kathleen Beland 3737 N. MOZART 301 493-2597 CHICAGO, IL 60618 Zach Schrantz Category 2, 3 312 669-8200 52) Vendor # 34171 Category 1 SGA YOUTH & FAMILY SERVICES 56) 11 EAST ADAMS SUITE 1500 Vendor # 24684 CHICAGO, IL 60603 UMOJA STUDENT DEVELOPMENT Martha Guerrero CORPORATION 312 447-4323 954 WEST WASHINGTON, STE 225 CHICAGO, IL 60607 Category 1, 3 **Ted Christians** 773 312-3898

Category 1, 3

57) 61) Vendor # 11700 Vendor # 40128 UNIVERSAL FAMILY CONNECTION, INC ZANER-BLOSER INC. 1350 W. 103RD ST. 1201 DUBLIN RD CHICAGO, IL 60643 COLUMBUS, OH 43215-1026 Lorraine R. Broyls, Ph.D. Robert Heighton 773 881-1711 X 1142 800 421-3018 Category 1 Category 2, 3 58) 62) Vendor # 68697 AMERICAN INSTITUTES FOR RESEARCH IN Vendor # 89036 WES CORPORATION DBA WES HEALTH THE BEHAVIORAL SCIENCES DBA AMERICAN INSTITUTE FOR RESEARCH SYSTEM (AIR) 542 SOUTH DEARBORN., 8TH FLR. 1000 THOMAS JEFFERSON STRET., NW WASHINGTON, DC 20007 CHICAGO, IL 60605 Lynne Hopper Nilva da Silva 312 566-0700 202 403-5086 Category 3 Ownership: Non-Profit Category 1, 3 Vendor # 16381 63) Adler Community Health Services 59) Vendor # 10619 17 N. DEARBORN CHICAGO, IL 60602 YOUTH ADVOCATE PROGRAMS, INC Kelley McKeever 2007 NORTH 3RD STREET 312 662-4042 HARRISBURG, PA 17102 Category 1 Ownership: Non-Profit Minette Bauer 64) Vendor # 16465 717 232-7580 AdvancePath Academics, Inc. 4125 IRONBOUND ROAD, STE, 201 Category 1 WILLIAMSBURG, VA 23188 Tinsley C Goad 60) 757 208-0900 Vendor # 11060 Category 2, 3 Ownership: James D Warren. YOUTH GUIDANCE Trustee Of The Mitilda Trust 10%. Exeter 1 NORTH LASALLE ST., #900 Capital Partners 19%. Shw Enterprises 11%. CHICAGO, IL 60602 Fa Private Equity Fund Iv 19% Michelle Adler Morrison 65) Vendor # 15991 312 404-3242 Be Strong Families NFP 1919 W 22nd Place #2 Category 1, 3 Chicago, IL 60608 Guy Schingoethe 800 508-2505 Category 1, 2 Ownership: Non-Profit

66) Vendor # 13374 72) Vendor # 16098 COMMUNITIES IN SCHOOLS OF CHICAGO Guide Right Organization 815 W. VAN BUREN 11006 S Michigan Ste 8 CHICAGO, IL 60607 Chicago, IL 60628 Celia Lozano **Aaron Mallory** 312 829-2475 773 253-8385 Category 1 Ownership: Non-Profit Category 1 Ownership: Non-Profit 67) Vendor # 16155 73) Vendor # 16576 Center for Supportive Schools HEALTHCARE ALTERNATIVE SYSTEMS. INC 911 Commons Way Princeton, NJ 08540 2755 W ARMITAGE AVE CHICAGO, IL 60647 Dr. Margo Ross 609 252-9300 Marco E, Jacome Category 3 Ownership: Non-Profi 773 252-3100 Category 1 Ownership: Non-Profit 68) Vendor # 16464 Children's Research Triangle 74) Vendor # 95873 INSIGHT PROJECT FOR KIDS INC. THE 70 E. LAKE STREET, SUITE 1300 CHICAGO, IL 60601 1111 N. DEARBORN ST. **Amy Groessl** CHICAGO, IL 60610 312 726-4011 <u>Darra</u> Category 1. 3 Ownership: Non-Profit 312 259-2999 Category 3 Ownership: Non-Profit 69) Vendor # 37159 DEPAUL UNIVERSITY 75) Vendor # 16463 Inspirit Group, LLC dba Stop!T 1 E. JACKSON CHICAGO, IL 60604-2287 1420 HIGHWAY 206, SUITE 120 Jeffrey Deaner BEDMINSTER, NJ 07921 312 362-7388 Maria Capone Category 1 Ownership: Non-Profit 908 748-4516 Category 2 Ownership: Todd Schobel 49%.
Alexandria Rascals, Llc 10% Vendor # 30183 70) FLIPPEN GROUP LLC, THE 76) Vendor # 34595 1199 HAYWOOD DRIVE NCS PEARSON, INC. **COLLEGE STATION, TX 77845** Dr. Michael Holt P.O. BOX 1416 800 316-4311 MINNEAPOLIS, MN 55440 Category 3 Ownership: Mb Flippen 45%. Jane Miller Susan Flippen 45%, Lee Bason 10% 800 627-7271 Category 2, 3 Ownership: Pn Holdings, Inc. 71) Vendor # 15669 Good Life Alliance PBC 77) Vendor # 16462 400 S Green St Suite 205 Paulette Hines Chicago, IL 60607 Jennifer Leavitt-Moy **4 LEXINGTON COURT** 312 434-5047 MONROE, NJ 08831 Category 1, 2 Ownership: Roberto Rivera Paulette Hines 50%, Jennifer Leavitt-Moy 732 521-8259 Category 3 Ownership: Sole Proprietor

- 78) Vendor # 16467
 Ramapo for Children, Inc.
 49 W. 38TH STREET, 5TH FLOOR
 NEW YORK, NY 10018
 Lisa Tazartes
 212 754-7003
 Category 3 Ownership; Non-Profit
- 79) Vendor # 94778
 WYMAN CENTER, INC
 600 KIWANIS DRIVE
 EUREKA, MO 63025
 Mindy Sharp
 636 938-5245
 Category 3 Ownership; Non-Profit
- 80) Vendor # 35681
 YOUTH OUTREACH SERVICES, INC.
 2411 WEST CONGRESS
 CHICAGO, IL 60612
 Jamie Noto
 773 777-7112 X 7281
 Category 1 Ownership; Non-Profit
- 81) Vendor # 35552
 JUVENILE PROTECTIVE ASSOCIATION
 1707 N. HALSTED
 CHICAGO. IL 60614
 Selma Walker
 312 698-6935
 Category 1. 3 Ownership: Non-Profit

Board Member Dr. Hines abstained from Board Report 15-0722-PR2.

15-0722-PR3

RATIFY SECOND RENEWAL AGREEMENT WITH THE COLLEGE BOARD FOR ADVANCED PLACEMENT EXAM SERVICES

THE INTERIM CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify second renewal agreement with The College Board to provide services for advanced placement exams including exams, instructional materials and professional development to the Office of College and Career Success and any school at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No services have been provided from July 1, 2015 to July 22, 2015. No payment shall be made to The College Board during the option period prior to execution of their written document. The authority granted herein shall automatically rescind in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator: Sinnema, Mr. Ethan Cedric / 773-553-3295

VENDOR:

Vendor # 22907
 College Entrance Examination Board DBA
 The College Board
 8700 W. BRYN MAWR AVENUE, STE.900N
 CHICAGO, IL 60631
 Jennifer McDonnell
 847 653-4500

Ownership: Non-Profit

USER INFORMATION:

Project

Manager: 10845 - Magnet, Gifted and IB Programs

42 West Madison Street

Chicago, IL 60602 Klimesh, Mr. Mark S

773-535-5153

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report #13-0424-PR2) in the amount of \$951,076 was for a term commencing May 1, 2013 and ending April 30, 2014, with the Board having three (3) options to renew for one (1) year each. The first renewal Agreement (authorized by Board Report #14-0723-PR7) in the amount of \$951,076 was for a term commencing May 1, 2014 and ending June 30, 2015. The original agreement was awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Procurement Officer.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing July 1, 2015 and ending June 30, 2016.

OPTION PERIODS REMAINING:

There is one (1) option period for one (1) year remaining.

SCOPE OF SERVICES:

Vendor will continue to provide:

Advanced Placement (AP) student examinations, grading and reporting of assessments practice examinations and instructional materials.

Annual data reports on student and school performance on AP tests.

Professional development workshops covering AP course offerings. Professional development workshops will be furnished for the length of the stated agreement, which is mutually selected, agreed upon, and scheduled by Vendor and the Board. During each workshop, Vendor will provide CPS officials, teachers and administrators with instructional strategies, technical training and associated support.

DELIVERABLES:

Vendor will continue to provide one set of materials per registered attendee per session 1 workshop. The list of materials for each session 1 workshop is described in the agreement with the Vendor. Vendor shall also provide an endorsed instructor to lead agreed upon session 1 workshops. Vendor shall continue to provide schools with the amount of Advanced Placement (AP) exams that are individually ordered by each school. Vendor shall continue to provide each school's AP teachers, AP coordinator, and designated school administrator access to the AP Online Score Reports website. Vendor will continue to provide students score results for all tests taken. Vendor will continue to provide school fevel performance data to CPS. Vendor will continue to provide current science lab materials, supplemental teaching materials and practice examinations to schools in a timely manner. Vendor will continue to provide schools with the amount of AP and Preliminary/SAT (PSAT) exams that are individually ordered by each school.

OUTCOMES:

Vendor's services will continue to contribute to:

- Teachers with appropriated AP content knowledge, teaching methodology and strategies through professional development to increase student access in AP courses.
- An increased number of low-income students who take a rigorous college preparatory course such as AP.
- 3) An increased number of students who earn a "qualifying" score on AP exams.

COMPENSATION:

Vendor shall be paid during this option period as specified in the renewal agreement. Estimated annual costs for this option period are not to exceed the following: \$1,000,000.00, FY2016.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Officer of College and Career Success to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to transactions where the vendor providing services operates as a Not-for-Profit organization.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL

Fund 115, Magnet, Gifted and IB Programs, Unit #10845, \$625,000.00, FY16 Fund 124, Multiple School Units, \$375,000.00, FY16

CFDA#

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

15-0722-PR4

RATIFY NEW AGREEMENT WITH CITYSPAN TECHNOLOGIES FOR PROGRAM MANAGEMENT FUNCTIONS FOR EXTENDED LEARNING OPPORTUNITIES AND CASE MANAGEMENT FOR STUDENT TRANSITION PROGRAMS

THE INTERIM CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify new agreement with Cityspan Technologies to provide program management functions for extended learning opportunities and case management for student transition programs to the Office of Information and Technology Services at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Procurement Officer. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Contract Administrator:

Sinnema, Mr. Ethan Cedric / 773-553-3295

VENDOR:

1) Vendor # 97779 CITYSPAN TECHNOLOGIES 2054 UNIVERSITY AVE, 5F BERKELEY, CA 94704 Mark Min 510 665-1700

Ownership: Mark Min - 100%

USER INFORMATION:

Contact:

10870 - College and Career Success Office

42 West Madison Street

Chicago, IL 60602

Dhupelia, Ms. Aarti Virendra

773-535-5100

Project

Manager: 12510 - Information & Technology Services

42 West Madison Street

Chicago, IL 60602

Dicello, Mr. John

773-553-1669

TERM

The term of this agreement shall commence on July 1, 2015 and shall end June 30, 2016. This agreement shall have two (2) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Cityspan Technologies will serve as a supplemental ITS software vendor for the Chicago Public Schools. CitySpan Technologies will provide system-wide features, provider-level features, as well as collect student-level data for specific programs (e.g., out-of-school time programs, Community Schools). CitySpan Technologies will generate summary reports that meet program and funding requirements of CPS

In addition to student-level program participation data, CitySpan Technologies will also implement custom case management functionalities to track supports provided to students served by the Juvenile Justice Transition Support Team and the Student Outreach and Re-engagement (SOAR) Centers. Functionalities include student/specialist assignments, planning and tracking student outcomes, and creating individual success plans that integrate student enrollment and attendance data from IMPACT/SIM to track.

DELIVERABLES:

The deliverables include the following:

System-wide Features (40 hrs.):

Weekly IMPACT uploads and maintenance, nightly user account setup / maintenance, nightly school-to-program linkage upload, continued feature development (consent management, batch enroll by student id, email capability, badging, active filtering on lists), admin report development, and business objects report environment development.

2. Provider-level Features (20 hrs.):

CBO-level data access control (customize system to only allow access within provider domain), managing service provider and domain linkages, and CBO-level admin reports (restricting reports to only show data under provider).

3. ASAS (After School All Stars) (50 hrs.):

Annual service plan setup and load, annual activity wizard updates (defaults per program type), and admin reports to track ASAS initiatives.

4. CSI / CSIx (Community School Initiatives) (80 hrs.):

Annual service plan setup and load, CSIx setup, annual activity wizard updates (defaults per program type), monthly compliance report delivery, CLC Rubrics, and external teacher surveys.

5. Other OST Programs (YBTC, Science Olympiad, Debate, Decathlon, TPPI, etc.) (20 hrs.):

Other OST Programs (YBTC, Science Olympiad, Debate, Decathlon, TPPI, etc.) (20 hrs.) Annual activity wizard updates (defaults per program type).

6. SOAR (40 hrs.):

Individual intervention (tracking of cases to re-engage dropouts to re-enroll), staff/student queue management, reporting for outreach and engagement, customization on outreach and engagement data tracking / forms, weekly upload of SOAR candidates and SOAR school status information, report and manage duplicate outreach situations, develop un-archive utility, and develop reporting.

7. SMART (40 hrs.):

Group intervention module build-out, check-in check-out development (allow counting of points on attendance pages), check-in check-out reports incorporate charts (google API), and develop reporting.

8. Juvenile Justice (40 hrs.):

Individual intervention (custom tracking for court and recommendation info), customization on juvenile justice outreach, data tracking / forms, maintain bulk creation of PDF and recommendation letter, and develop reporting.

9. ISP (Individual Success Plans) (60 hrs.):

Student-level annualized edoc instances that can be shared across schools (contains attendance, academic, behavior, etc.), development of separate intervention module to track ISP progress (not shared), and develop reporting.

10. ECCE (Early Childhood) (20 hrs.):

Build out group intervention module to allow tracking of ECCE programs, customized attendance reports, and tracking assessments.

11. Thrive Data Exports (30 hrs.):

Provide student, staff, activity, and attendance data to FTP on a scheduled basis, and modify scripts to incorporate system / specification changes.

12. CPS - Title 1 Programs (295 hrs.):
Set up provider sites, set up provider record and work plan per school (number of youth served, program design, etc, approval), set up school sites, set up work plan (total number of youth served, program design, etc), develop student record, develop student learning plan, develop student data upload protocol and assign youth to providers (3 rounds), upload assessment data (post grades separate file), develop student look up tool, implement group service tracking module, implement individual service tracking module, develop one invoice form per provider, invoice amount will be aggregated by funding stream, develop process to invoice for corrected attendance (off cycle invoice, historic attendance, marking attendance by month), set-up logins for provider users, set-up logins for schools users, host four webinar trainings, user acceptance testing, develop administrative cross-provider and cross-school reports for state/federal grant tracking, develop school level teacher class schedule report, develop school level and provider level actuals vs projection report, develop provider level reporting to audit attendance data, miscellaneous development, and additional reporting (to be determined).

13. Other Future Initiatives (40 hrs.):

Potential projects to arrive within FY16.

OUTCOMES:

Cityspan Technologies will provide licensing, hosting, user support, project management, and custom programming across the District as well as specific programs and initiatives, including system-wide features, provider-level features, After School All Stars and other Out-of-School (OST) programs, Community Schools Initiatives, Student Outreach and Re-engagement (SOAR) Centers, the SMART program and other Tier III social and emotional (SEL) interventions, Juvenile Justice, Individual Success Plans, Early Childhood Education and Thrive Chicago.

COMPENSATION:

Vendor shall be paid as follows: Estimated annual costs for the one (1) year term are set forth below: \$350,000.00 FY16

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

This agreement is exempt from any M/WBE compliance requirements, as it was approved by the Non-Competitive Procurement Review Committee, and was not assigned any M/WBE goals.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Funds 332 and 324, Information and Technology Services, Unit #12510, \$350,000.00, FY16

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

15-0722-PR5

WITHDRAWN

AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH LEAP INNOVATIONS FOR PERSONALIZED LEARNING RESEARCH AND DEVELOPMENT SERVICES

THE INTERIM CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with Leap Innovations to provide personalized learning research and development services to all schools at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Leap Innovations during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator:

Gromadzka, Ms. Justyna / 773-553-2273

VENDOR:

1) Vendor # 99687 LEAP INNOVATIONS 222 W. MERCHANDISE MART PLAZA, SUITE 1212 CHICAGO, IL 60654 Amy Huang 312 809-7029 x706

Ownership: Non-Profit

USER INFORMATION:

Project

Manager:

10810 - Teaching and Learning Office

42 West Madison Street

Chicago, IL 60602

Gurley, Miss Annette Denise

773-553-1216

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 14-0827-PR2) in the amount of \$250,000 is for a term commencing September 1, 2014 and ending August 31, 2015, with the Board having two (2) options to renew for one (1) year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing September 1, 2015 and ending August 31, 2016.

OPTION PERIODS REMAINING:

There is one (1) option period for one (1) year remaining.

SCOPE OF SERVICES

Vendor will continue to provide research and development services to identify and pilot the most promising educational technology tools to enhance teaching and learning. Six (6) schools will be piloted during Cohort 2 in the one year term. Vendor will use data collected through piloting to support the District in implementing the most effective methods for improving personalized learning. Vendor will also support the District in cultivating, curating, and supporting a pipeline of innovative school models in Chicago.

DELIVERABLES:

Vendor will continue to be responsible for surveying, piloting, and researching new educational technology tools to enhance teaching and learning by facilitating a pilot program. Additionally, Vendor will provide ongoing support and intensive preparation for teachers participating in the pilot program on innovation in curriculum development and new pedagogical practices.

OUTCOMES:

Vendor's services will result in the generation of reliable data about the effectiveness of educational technology supports to help CPS make data-driven decisions to quickly scale the best tools with reliable implementation for personalized learning.

COMPENSATION:

Vendor will be paid as outlined in the agreement; Estimated annual costs for this option period are set forth below: \$250,000, FY16

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief of Teaching and Learning to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, M/WBE provisions of the Program do not apply to transactions where the vendors providing services operate as Not-for-Profit organizations.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

All Funds, School Units \$250,000, FY16 Not to Exceed \$250,000 Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

The Board Secretary noted for the record that Board Report 15-0722-PR5 will be Withdrawn from Agenda.

15-0722-PR6

REPORT ON THE AWARD OF CONSTRUCTION CONTRACTS AND CHANGES TO CONSTRUCTION CONTRACTS FOR THE BOARD OF EDUCATION'S CAPITAL IMPROVEMENT PROGRAM

THE INTERIM CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

This report details the award of Capital Improvement Program construction contracts in the total amount of \$5,575,800.00 to the respective lowest responsible bidders for various construction projects, as listed in Appendix A of this report. These construction contracts shall be for projects approved as part of the Board's Capital Improvement Program. Work involves all labor, material and equipment required to construct new schools, additions, and annexes, or to renovate existing facilities, all as called for in the

plans and specifications for the respective projects. Proposals, schedules of bids, and other supporting documents are on file in the Department of Operations. These contracts have been awarded in accordance with section 7-3 of the Rules of the Board of Education of the City of Chicago.

This report also details changes to existing Capital Improvement Program construction contracts, in the amount of \$412,661.78 as listed in the attached July Change Order Log. These construction contract changes have been processed and are being submitted to the Board for approval in accordance with section 7-15 of the Rules of the Board of Education of the City of Chicago, since they require an increased commitment necessitated by an unforeseen combination of circumstances or conditions calling for immediate action to protect Board property to prevent interference with school sessions.

LSC REVIEW: Local School Council approval is not applicable to this report.

AFFIRMATIVE ACTION: The General Contracting Services Agreements entered into by each of the prequalified general contractors and other miscellaneous construction contracts awarded outside the prequalified general contractor program for new construction awards and changes to existing construction contracts shall be subject to the Board's Business Diversity Program for Construction Projects and any revisions or amendments to that policy that may be adopted during the term of any such contract.

FINANCIAL: Expenditures involved in the Capital Improvement Program are charged to the Department of Operations, Capital Improvement Program.

Budget classification: Fund – 436, 468, 476, 477, 479, 480, 481, 482, 483, 484 will be used for all Change Orders (July Change Order Log); Funding source for new contracts is so indicated on Appendix A

Funding Source: Capital Funding

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts — The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

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Appendix A July 2015

REASONS FOR PROJECT	6	œ.	œ	ਜ	
PROJECT SCOPE AND NOTES	Provide the following site improvements: artificial turf field, playground with poured-in-place surfacing, running track, asphalt baskerball court, cistern to collect building roof storm water (if the building conditions allow for It), fencing, drainage, utilities, and accessibility improvements.	CP: Provide Interior improvements and renovations. Proposed scope of work Includes: Replace Beachers in the main gymnastum (bovy); replace gymnastum flooring in both boys and girls gym facilities; full upgrade of the existing file in both boys and girls gym facilities; full upgrade of the existing girls shower room including new ereamle tile at floor and walls, new plumbing and lighting locations to accommodate at loor and walls, new plumbing and lighting locations to accommodate and walls, new plumbing and lighting locations to accommodate and walls, new plumbing and lighting locations and and repair existing corridor and stainwell structural glazed face brick, refinish targeted areas of terrazzo flooring in corridors and stairwells, repair and stairwells. 100% of remaining lockers, paint interior building walls and cellings at corridor and stairwells, good flockers throughout the building paint corridor and stairwells. 20c. Evyllin tog forward untess we receive TIF Funds), Installation of programs, potentially Gaming and Web Design. Also, the inclusion of accessibility and general building improvements will be required to accommodate the new programs.	Provide 3 Pre-K classrooms in an adjacent strip mall, adjacent to the existing Columbia Explorers Academy.	At west unit I provide compliant accessible ramp and entry. For both west and east units, repair pertimeter slink holes and replace rotting skirt. Provide new flower flitsh, ACT celling paint graft new tile, and new window shades. Pre-K classroom and dedicated Pre-K toller room and adult toller room upgrade to be accessible. Roof-mounted exhaust fan, Provide new gutters and down spouts. Support new toiler trooms and down spouts. Support new woller rooms and down spouts. Replace could not shall so in HVAC units.	
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NOL	K 0	180	20 0	10 13	
RM. AC	4 _ ·				
AL AFFI	AA. 6			9	
D FISCAL	2016	2016	2016	2016	
ANTICIPATED FISCAL AFFIRM, ACTION COMPLETION YEAR DATE	10/15/2015	12/31/2015	9/6/2015	8/31/2015	
AWARD DATE	6/4/2015	5/23/2015	6/5/2015	6/5/2015	
CONTRACT AWARD	\$ 1,339,000.00	\$ 3,254,000.00 5/21/2015	410,000.00	572,800.00	5,575,800.00
	\$ T	ଳି ୬	44	44	5,5
CONTRACT	BID	QIII	Dig	Q18	
CONTRACT CONTRACT # METHOD	2933144	2926109	2933471	2933475	
CONTRACTOR	ALC-BRY CONSTRUCTION COMPANY	PH, PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC	K.R. MILLER CONTRACTORS, INC.	Reliable & Associates	
SCHOOL	Alcott School	Amundsen School	Columbia Explorers Academy	Shields School	

Reasons:
1. Safety
2. Code Compliance
3. Fire Code Vollations
4. Deteriorated Exterior Conditions
5. Priority Mechanical Needs
6. Abd Compliance
7. Support for Bucustimal Portfolio Strategy
8. Support for other District Initiatives
9. External Funding Provided

					110			
Capital Improvement Program	noors it Prograr	_		These change order approval cycles range from 05/01/15 to 05/31/15	proval cycles range to 05/31/15			Date: 6/15/2015 Page: 1 of 4
				CHANGE ORDER LOG	DER LOG			
School Vendor	ğ	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total Oracle % of PO Contract Number	Board Apt Number
eachers Academy for N 2015 TAMS ICR	Aathematic 20	Teachers Academy for Mathematics and Science (TAMS) Training - City Wide 2015 TAMS ICH 2015-11060-ICR	Ing - City Wi	ide				
K.R. Miller Contractors, Inc	ontractors, l		\$4,000,000.00	. 58	\$1,084,845.04	\$5,084,845.04 27.12%	27.12%	
Change Date	App Date	Change Order Descriptions					Reason Code 2841300	14-0528-PR3
04/10/15	05/26/15	The existing-to-remain HVAC 3rd floors. Additionally, the exwelkthrough it was discussed survey/inspect the existing-to	S system is no xisting-to-reminating the exist remain RTUs	at properly healing and cooling ain fans throughout are extrem ting-to-remain RTUs may need s, provide a status report for es	The axisting-to-remain HVAC system is not properly healing and cooling the space, particularly on the east side of the 2nd and 3rd floors. Additionally, the existing-to-remain fans throughout are extremely foud and disruptive to occupants. During a site walkfhrough it was discussed that the existing-to-remain RTUs may need recharging or other servicing. Contractor to tarrey/inspect the axisting-to-remain RTUs, provide a sitatus report for each furtil, and repeal as needed.	t side of the 2nd and nts. During a site ontractor to	Discovered Conditions	
05/21/15	05/26/15	GC to provide and install can	e detection at	oron for the drinking fountains	GC to provide and install cane detection apron for the drinking fountains on the first and third floors per ADA standards.	A standards.	ADA Conformance	\$856.77
05/20/15	05/26/15	GC to perform work outlined below: 1) Disconnect the mounting bracket wall after relocation.	below: bracket and lo	wer'as necessary to relocate t	GC to perform work outlined below: Disconnect the mounting bracket and lower as necessary to relocate the 70° Smart display in Room 311. Patch and paint wall after relocation.	1. Patch and paint	Owner Directed	\$3,803.80
		2) Disconnect existing AV ed credenzas. Reconnect, insta	quipment and	2) Disconnect existing AV equipment and racks in 4 conference rooms (311, 313, 220, & credenzas. Reconnect, irstall, and retest the equipment into the credenzas after delivery.	2) Disconnect existing AV equipment and racks in 4 conference rooms (311, 313, 220, & 119) to accommodate owner provided oredenzas. Reconnect, install, and retest the equipment into the credenzas after delivery.	odate owner providec	71	
04/27/15	05/01/15	Owner request to move the C	2PU's from be	thind the televisions to the SO(Owner request to move the CPU's from behind the televisions to the SOC rack so they are more accessible.	<u>a</u>	Owner Directed	\$9,495.41
05/20/15	05/26/15	GC to install a temporary vap to prevent problems due to lo	or barier floo w/high humid	r-to-ceiling and wall-to-wall to tally.	GC to Install a temporary vapor barrier flood-to-celling and wall-to-wall to cover the entire east brick wall, including the windows to prevent problems due to low/high humidity.	studing the windows	Discovered Conditions	\$1,517.04
04/27/15	05/01/15	GC to replace the 3rd floor to	let in the AD,	GC to replace the 3rd floor tollet in the ADA stall alter clogging/overflow problems with the existing.	oroblems with the existing.		Owner Directed	\$764.76
Lyman A Budlong School 2015 Budlong BRM		2015-22391-BRM					Project Total	otal \$26,658.84
Wight & Company	yuadı	\$1,6	\$1,600,000.00	ശ	\$304,530.86	\$1,904,530.86	19.03%	
Change Date	App Date	Change Order Descriptions					Reason Code 2803801	13-1120-PR5
04/23/15	05/18/15	GC to construct an innovatio abatement of the existing roor refinishing and hardware, re-	n lab in room om, installation constructing	118 of the existing building. Tr n of new floors, wall finishes, c a sloped ramp in the corridor c	GC to construct an innovation lab in room 118 of the existing building. The work will include the demolition and environmental abatement of the existing room, installation of new floors, wall finishes, cabinets and sink, whiteboards/tackboards, doors refinishing and hardware, re-constructing a sloped ramp in the corridor outside of the room, and misc. finishes in the corridor.	rand environmental sboards, doors shes in the corridor.	Owner Directed	2000
Louis Nettelhorst School	70						Project lotal	otal \$86,343.62
2015 Nettelhorst STR		2015-24661-STR						
K.R. Miller Contractors, Inc	ontractors,		\$199,955.22	က	\$37,270.57	\$237,225.79	18.64%	
Change Date	App Date	Change Order Descriptions					Reason Code 2828875	14-0528-PR3
04/29/15	05/27/15	GC to provide new stainless steel coping a Remove deteriorated steel frame within this level are sound. Patch and repair in misonry substrate. Provide now metal rur match existing. Paint the new wall surface floor faculty toiler. Paint to match existing.	steel coping ame within the ind repair the Inew metal furnew metal furnwwall surface atch existing.	at the chirmey cap to stop wat e chirmey at the 52 level and i brickwork as needed. In the thing and water resistant grysum to match adjacent corridor find to match adjacent corridor find.	GC to provide new stainless steel coping at the chirmey cap to stop water infiltration between the mescryry and gunite liner. Remove deteriorated steel freme within the chirmey at the 52 level and insured the instructural at all this level are sound. Patch and repair the brinkwark as needed, in the third floor confdor remove damaged plaster down to the meson'ty substrate. Provide new metal furming and water reeislant grysum board. Provide new wood trim and door cashing to maken wasking. Paint the new wall surface to match edilacent confdor finishes. Patch and repair water damaged area in the 3rd floor faculty toiet. Paint to match existing.	r and gunite liner, the structural wall at plaster down to the and door casing to haged area in the 3rd	Discovered Conditions	\$31,048.73
The following change orders have been approved and are boing reported to the Board in arreads.	a been approx	bread are being reported to the Board	l'a empare					

Chicago Public Schools Capital Improvement Program	'ubiic at	nt Program	8		These change order approval cycles range from 05/01/15 to 05/31/15	cycles range 11/15			u	Date: 6/15/2015
		,			CHANGE ORDER LOG	R LOG				I
School V	Vendor	ď	Project Number	Original Contract Amount	Number Change Orders	Total Change Orders	Revised Contract Amount	Total O % of Pi Contract N	Oracie PO Number	Board Rpt Number
Louis Nettelhorst School	orst Scho									
2015 Nettelhorst STR	elhorst ST		2015-24561-STR							
¥	C.R. Miller C	K.R. Miller Contractors, Inc	맫	\$199,955.22	ო	\$37,270.57	\$237,225.79	18.64%		
Chan	Change Date	App Date	Change Order Descriptions	ptions				Reason Code 2828	<u>Code</u> 2828875	14-0528-PR3
1/90	05/19/15	05/27/15	Contractor to repair an existing manhole in the was further damaged by a truck that ran over it	n existing manhole in by a truck that ran ov	Contractor to repair an existing manhole in the parking lot. The manhole was partially collapsed at the start of the project, and was further damaged by a truck that ran over it.	artially collapsed at the start o	of the project, and	Discovered	Discovered Conditions	\$2,528.11
04%	04/29/15	05/09/15	There is no existing for bathrooms. Contracto Fan to be activated with the contraction of	an or power associate in to supply power from hen the light is turned that floor down.	There is no existing fan or power associated with the existing duct system serving the 1st, 2nd, 3rd and basement stacked bathrooms. Contraction to supply power from existing panel in basement using existing lighting conduit and a separate circuit. Fan to be activated when the light is turned on in each bathroom. If wire cannot be pulled in existing conduits new wiremold will be shealised from the 3rd floor down.	ing the 1st, 2nd, 3rd and ba existing lighting conduit and t be pulled in existing conduit	sement stacked a separate circult. its new wiremold will		Discovered Conditions	\$3,693.73
			٠						Project Total	\$37,270.57
Urban Prep Academy for Y	Academy fu	or Young M	oung Men - South Shore							
2015 Urbs	an Prep @	Doolittle 2(2015 Urban Prep @ Doolittle 2015-66442-CSP							
щ	H. Pasche	an, S.N. Niel:	F.H. Paschen, S.N. Nielsen & Assoc	\$1,307,000.00	24	\$202,180.09	\$1,509,180.09	15.47%		
Chan	Change Date	App Date	Change Order Descriptions	entions				Reason Code 2730	Code 2730027	13-1120-PR5
01/	01/19/15	05/27/15	Relocate the space te	Imperature sensor in t	Relocate the space temperature sensor in the cafeteria to the other side of the same wall	same wall.		Discovered	Discovered Conditions	\$4,276.00
M loss Cohoute School	of another S.c.	ģ							Project Total	\$4,276.00
2001100	alayerioor									
2014 Lafa	2014 Lafayette CSP	2	2014-24121-CSP	000000	,	100	0	i		
•	.n. rasciil	10'N' N'O	r.n. rascnen, S.N. Meisen & Assoc	415,924,000.00	/11	\$1,225,953.00	\$17,149,953.00	%0/./		
Chan	Change Date	App Date	Change Order Descriptions	<u>suojio</u> i				Reason Code	<u>Code</u> 2698194	11-0525-PR8
12(12/02/14	05/01/15	Insufficient support / i	bearing walls to supp.	Insufficient support / bearing walls to support new roof top cooling unit, requires additional structural steel support.	s additional structural steel s	support.	Discovered	Discovered Conditions	\$38,190.00
01/2	01/29/15	05/01/15	The existing electrica	I panel to remain did r	The existing electrical panel to remain did not have the proper safety components and needed modification	nts and needed modification.		Discovered	Discovered Conditions	\$2,946.00
04%	04/27/15	05/04/15	Owner directed work	to provide proper ope	Owner directed work to provide proper operation of old / back-up boiler with new system.	w system.		Owner Directed	ected	\$5,928.00
7/80	08/06/14	05/05/15	Additional smoke dete	sctors added at roof to	Additional smoke detectors added at roof top units as identified by the City of Chicago inspector on site.	thicago inspector on site.		Error - Architect	chitect	\$58,297.00
10,7	10/28/14	05/01/15	Exterior doors contain	ed many non-function	Exterior doors contained many non-functioning hardware sets and required extensive paint work throughout the building.	ensive paint work throughout	the building.	Owner Directed	rected	\$23,322.00
Theodore Herzi School	rzi School								riojeci iolal	
2015 Herzl CSP	il CSP	2	2015-23771-CSP							
-	Friedler Con	Friedler Construction Co.	5	\$4,752,800.00	56	\$301,500.05	\$5,054,300.05	6.34%		
Chan	Change Date	App Date	Change Order Descriptions	<u>suojiai</u>				Beason Code 2700	2708951	11-0525-PR8
04/;	04/29/15	05/08/15	GC to replace all 27 is actuators.	solation valves to regu	GC to replace all 27 isolation valves to regulate the steam and control overheating of the school. GC also to install 8 zone actuators.	ing of the school. GC also to	install 8 zone	Discovere	Discovered Conditions	

CPS Chicago Public Schools	olo cho			July 2015					Dato: 6/4E/504E
Capital Improvement Program	ent Progra	am		i nese change order approval cycles range from 05/01/15 to 05/31/15	range			3 62	Page: 3 of 4
	I			CHANGE ORDER LOG	ල		I		
School Vendor		Project Number	Original Contract Amount	Number Change Orders	Totat Change Orders	Revised Contract Amount	Revised Totel Sontract % of Amount Contract	Oracle PO Number	Board Rpt Number
Walter Payton College Preparatory HS	Preparator	ry HS							
2014 Payton MEP	N	2014-70020-MEP							
F.H. Pasch	en, S.N. Nie	F.H. Paschen, S.N. Nielsen & Assoc	\$286,000.00	2	\$16,838.00	\$302,838.00	5.89%		
Change Date	App Date	Change Order Descriptions	(8)				Reason Code	Code	
04/27/15	05/11/15		stuators for the	Provide and install in-line actuators for the intake air vents at east and west vestibules.			Error - A	2860114 Error - Architect	11-0525-PR8 \$10,922.00
								Project Total	\$10,922.00
Isabel C O'Keeffe School		MIN PATER NIDI							
ZUTD O'N BETTE NPT		/51-NPL		,					
All-Bry Co	All-Bry Construction Company		\$149,791.03	-	\$3,984.80	\$153,775.83	તાં		
Change Date	App Date	Change, Order Descriptions	ent.				Reason Code	Code	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
05/18/15	05/19/15		covered concr	23134bb GC to remove additional discovered concrete footings underneath the existing pavement where existing playground equipment is Discovered Conditions	nt where existing pla	iyground equipment i	is Discove	2913455 red Conditions	14-1217-PH2 \$3,984.80
		to be removed.						Project Total	\$3 984.80
Bowen High School									
2015 Bowen CAR	•	2015-46491-CAR							
All-Bry Co	All-Bry Construction Company		\$625,000.00	၈	\$12,788.70	\$637,788.70	2.05%		
Change Date	App Date	App Date Change Order Descriptions	rol .				Reason Code	Code 2849415	
05/06/15	05/19/15		v top of slab, fill	Remove duct work 1" below top of slab, fill duct with compacted gravel and concrete,			Discove	Discovered Conditions	\$6,625.00
05/06/15	05/11/15		crete curb bet	Pemove the discovered concrete curb between two existing concrete curbs. Ensure removal leaves a smooth surface that is evel with adjacent stab.	emoval leaves a smo	oth surface that is	Discove	Discovered Conditions	\$2,777.00
05/06/15	05/26/15		t. Remove lift p I and 6" of con	GC to remove pneumatic iff. Remove lift pistons and working parts. Remove steel casing to at least 1" below stab. Fill casings with compacted granular fill and 6" of concrete.	sing to at least 1" bef	low stab. Fill casings		Discovered Conditions	\$3,386.70
								Project Total	\$12,788.70
Albert & Lane reconical right School	cal High sci								
ZUIS CRIIB IECII MCA	•	יייייייייייייייייייייייייייייייייייייי		•					
Tyler Lane	Tyler Lane Construction, Inc.		\$50,164,330.00	ıo	\$509,736.00	\$50,674,066.00	÷		
Change Date	App Date	Change Order Descriptions	eal.				Reason Code 2864	Code 2864546	11-0525-PR8
05/11/15	05/12/15		g skylight caus	Existing roof leak at existing skylight caused plaster ceiling to falt. GC to provide plaster removal and repair of roof leak.	er removal and repair	r of roof leak.	Discove	Discovered Conditions Profect Total	\$5,320.00

following change orders have been approved and are being reported to the Board in arrears.

Report M_CHANGE_09
following change orders have been approved and are being reported to the Board in arrears.

2						11 20 20 15 15 20 15	L C.				
Chicag Capital	Chicago Public Schools Capital Improvement Program	schools ent Progra	Ę		The	These change order approval cycles range from 05/01/15 to 05/31/15	roles range 15				Date: 6/15/2015 Page: 4 of 4
					O	CHANGE ORDER LOG	LOG		I		
School	Vendor	a	Project Number	Original Contract Amount	I Number Change Orders		Total Change Orders	Revised Contract Amount	Revised Total Contract % of Amount Contract	Oracle PO Number	Board Rpt Number
Roberto	Clemente Co	mmunity Ac	Roberto Clemente Community Academy High School	10							
2011	2011 Clemente ADA		2011-51091-ADA								
	Chicago C	ommercial Co	Chicago Commercial Contractors, LLC	\$11,707,311.00	98 0		(\$244,061.03)	\$11,463,249.97 -2.08%	-2.08%		
O)	hange Date	App Date	Change Date App Date Change Order Descriptions	scriptions					Reason Code	Code	
										2103523	
	12/04/12	05/04/15		GC to retrofit existing openings and install custom doors to fit openings.	tall custom do	ors to fit openings.			Error - A	Error - Architect	\$7,200.00
	12/04/12	05/04/15		Removal of temp barricades and partitions.	ons.				Discove	Discovered Conditions	\$15,000.00
	05/01/15	05/04/15		Costs associated with the AOR/City delay of the micro-pile direction and the elevator shaft in the recreation building, along with the elevator itself	lay of the micri ling, along with	Costs associated with the AOR/City delay of the micro-pile direction and permit. This greatly affected the areas in proximity to the elevator shaft in the recreation building, along with the elevator itself.	This greatly affected the	areas in proximity to		Discovered Conditions	\$54,448.00
										Project Total	\$76.648.00

Total Change Orders for this Period \$412,661.78

RATIFY AND AMEND BOARD REPORT 15-0325-PR5 AUTHORIZE THE FIRST AND SECOND RENEWAL AGREEMENT WITH STAPLES FOR SCHOOL FACILITIES FURNITURE PROCUREMENT, DELIVERY AND INSTALLATION

THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first and second renewal agreement with Staples to provide school facilities furniture, delivery and installation services to Chicago Public Schools at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Staples during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This July 2015 amendment is to ratify adding the category of early childhood furniture to the Staples contract and increase the not to exceed amount to include this category of furniture. A written amendment to the renewal agreement is required. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of the date of this Board Report.

Reference Contract: NJPA (031210-SCC)

Contract Administrator: Hernandez, Miss Patricia / 773-553-2256

VENDOR:

1) Vendor # 31975

STAPLES CONTRACTS & COMMERCIAL, INC 665 WEST NORTH AVE., STE 200 LOMBARD, IL 60148

Karen Volner 630 222-8266

Ownership: Staples, Inc - 100%

USER INFORMATION:

Project 11860 - Facility Operations & Maintenance

Manager: 42 West Madison Street

Chicago, IL 60602 Rappe, Ms. Grace K. 773-553-3190

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 13-0403-PR5 as amended by 14-0326-PR10) in the amount of \$9,500,000.00 is for a term commencing June 5, 2013 and ending June 3, 2015, with the Board having two (2) options to renew for one (1) year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.7.

OPTION PERIOD:

The term of this agreement is being renewed for two (2) years commencing June 4, 2015 and ending June 3, 2017.

OPTION PERIODS REMAINING:

There are no more option periods remaining

SCOPE OF SERVICES:

Vendor will continue to provide school facilities furniture, delivery and installation services to Chicago Public Schools. Vendor shall also provide repair and maintenance services.

DELIVERABLES:

Vendor will continue to provide school facilities furniture and delivery and installation services as set forth in the agreement,

OUTCOMES:

Vendor's services will result in furniture delivery and installation services to all Chicago Public Schools.

COMPENSATION:

Vendor shall be paid during this option period in accordance with the unit pricing contained in the agreement (which pricing includes delivery and installation); total not to exceed \$2,000,000.00 \$5,000,000.00 for the two (2) year term.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document and amendment. Authorize the President and Secretary to execute the option document and amendment. Authorize the Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to Board Rule 7-2.7, the Board is authorized to purchase these biddable items through the Illinois School Purchasing network or a governmental purchasing cooperative contract. This agreement shall be bound to the MBE/WBE provisions that were set in the Master Agreement (contract number 031210-SCC) between Staples and NJPA.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Various Capital Improvement and Various School Funds: \$2,000,000.00 \$5,000,000.00 Parent Unit Number: 11880 FY15, FY16, and FY17 not to exceed \$2,000,000.00 \$5,000,000.00 Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

15-0722-PR8

AUTHORIZE A NEW AGREEMENT WITH FOX VALLEY FIRE AND SAFETY FOR INSPECTION, MAINTENANCE, AND REPAIR OF FIRE PUMPS AND SPRINKLER SYSTEMS

THE INTERIM CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Fox Valley Fire and Safety Co to provide inspection, maintenance, and repair of fire pumps and sprinkler systems to the Department of Facilities at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to a bid issued by the Chicago Transit Authority (CTA). Subsequently, the CTA and Vendor entered into a contract and the Board desires to purchase under that contract. Pursuant to Board Rule 7-2.4, the Board is authorized to purchase biddable items through federal, state, county, city or sister agency contracts. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Reference contract: CTA-9340-13

Contract Administrator:

Hernandez, Miss Patricia / 773-553-2280

VENDOR:

1) Vendor # 46012 FOX VALLEY FIRE AND SAFETY CO 2730 PINNACLE DR. ELGIN, IL 60123 Larry Paris 847 695-5990

> Ownership: Ken Volkening - 49%, Bruce Volkening - 17%, Jim Moran - 17%, Al Whale - 17%

USER INFORMATION:

Contact:

11860 - Facility Operations & Maintenance

42 West Madison Street

Chicago, IL 60602

Norgren, Mrs. Leslie

773-553-2960

TERM:

The term of this agreement shall commence on September 1, 2015 and shall end August 31, 2018. This agreement shall have two (2) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Vendor will provide fire prevention equipment maintenance including inspection, maintenance, and repair of fire pumps and sprinkler systems.

OUTCOMES:

Vendor's services will result in extended life of fire prevention equipment, centralized management of the services to increase efficiency and volume discounts with one vendor.

COMPENSATION:

Vendor shall be paid as follows as set forth in the agreement. Estimated annual costs for the three (3) year term are set forth below: \$1,050,000, in the aggregate for FY 16, 17 and 18.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to Board Rule 7-2.4, the Board is authorized to purchase these biddable items through federal, state, county, city or sister agency contracts. This agreement will be subjected to M/WBE goals of 5% MBE and 5% WBE and monitored on a quarterly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: 230

Department of Facilities, Unit 11880

\$1,050,000, FY 16, FY 17 and FY18 in the aggregate.

Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

15-0722-PR9

AUTHORIZE A NEW AGREEMENT WITH SIMPLEX GRINNELL FOR INSPECTION, MAINTENANCE AND REPLACEMENT OF FIRE EXTINGUISHERS

THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with SimplexGrinnell to provide inspection, maintenance and replacement of fire extinguishers to the Department of Facilities at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to a bid issued by the City of Chicago. Subsequently, the City and Vendor entered into a contract and the Board desires to purchase under that contract. Pursuant to Board Rule 7-2.4, the Board is authorized to purchase biddable items through federal, state, county, city or sister agency contracts. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement: The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Reference contract: Spec # 93030A, contract # 26994

Contract Administrator:

Hernandez, Miss Patricia / 773-553-2280

VENDOR:

1) Vendor # 39827 SIMPLEX GRINNELL 91 N. MITCHELL COURT ADDISON, IL 60101 Candy Nelis 630 948-1100

> Ownership: Simplex Grinnell Time Recorder Llc - 50.78%, Tyco Fire Protector Llc -47.09%, Master Proctection Lp - 2.12%

USER INFORMATION:

Contact:

11860 - Facility Operations & Maintenance 42 West Madison Street Chicago, IL 60602 Norgren, Mrs. Leslie 773-553-2960

TERM

The term of this agreement shall commence on September 1, 2015 and shall end on August 31, 2017. This agreement shall have two (2) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Vendor will provide fire extinguisher maintenance services, including inspection, maintenance and replacement of fire extinguishers.

OUTCOMES:

Vendor's services will result in extended life of the equipment, ensure compliance, and provide volume discounts with one vendor.

COMPENSATION:

Vendor shall be paid as set forth in the agreement. Estimated annual costs for the two (2) year term are set forth below: \$600,000, FY 16 and FY17 in the aggregate.

REIMBURSABLE EXPENSES:

None

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to Board Rule 7-2.4, the Board is authorized to purchase these biddable items through federal, state, county, city or sister agency contracts. This agreement will be subjected to M/WBE goals of 5% MBE and 5% WBE and monitored on a quarterty basis.

LSC REVIEW

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 230

Department of Facilities, Unit 11880

\$600,000, FY 16 and FY17 in the aggregate.

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

15-0722-PR10

AUTHORIZE A NEW AGREEMENT WITH VARIOUS VENDORS FOR AUDIT SERVICES

THE INTERIM CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreements with Various Vendors to provide Audit Services to the Department of Finance at an estimated annual cost set forth in the Compensation Section of this report. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendors' services are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the agreements is stated below.

Specification Number: 15-350027

Contract Administrator: Sinnema, Mr. Ethan Cedric / 773-553-3295

USER INFORMATION:

Project

Manager: 10430 - Department of Audit Services

42 West Madison Street Chicago, IL 60602

Moody, Mr. Leonard Charles

773-553-1990

TERM:

The term of each agreement shall commence on September 1, 2015 and shall end August 31, 2018. The agreements shall have two (2) options to renew for periods of one (1) year each.

FARLY TERMINATION RIGHT

The Board shall have the right to terminate each agreement with 30 days written notice.

SCOPE OF SERVICES:

Vendors will provide school audit services and related other audit services for CPS departments and networks. Specific audit projects will be assigned based on fixed rates as the need arises.

DELIVERABLES:

Vendors will provide the following deliverables: 1) Review and analyze Accounts Payable and Procurement information from the Board's internal and external sources to discover overpayments, 2) Track overpayments and request suppliers to remit the funds to the Board; including funds from vendors and contractors who are no longer conducting business with the Board, 3) Provide the Board with copies of all invoices from vendors and contractors for overpayments made by the Board, 4) Provide bi-weekly reports of recoveries and confirmed credits, and 5) Provide detailed summary reports at the conclusion of the overall audit activity including, but not limited to, cost saving opportunities, best practice recommendations and training to the Board for improvements based upon observations and discoveries made during and throughout the recovery audit period.

OUTCOMES:

Vendors' services will result in:

1) Performing school audits in an accurate and timely manner

COMPENSATION

Vendors shall be paid as specified in their respective agreement; total compensation for all Vendors not-to-exceed \$1,500,000 in the aggregate for the three (3) year term of the contract. Future funding based on budget approval.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief Financial Officer to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

The MBE/WBE goals for this agreement are 25% total MBE and 5% total WBE participation. However, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the aggregate method for MBE/WBE compliance will be utilized. Thus, assignments for subsequent vendors from the pool created by this agreement will be subject to compliance reviews on an assignment-by-assignment basis. Compliance of the vendors in the pool will be reported in the aggregate on a monthly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Various Departments and Funds Estimated amounts are as follows:

FY16: \$500,000 FY17: \$500,000 FY18: \$500.000

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

5)

1)

Vendor # 89952

BAKER TILLY VIRCHOW KRAUSE, LLP

225 NORTH MICHIGAN AVE.

CHICAGO, IL 60601

John Rossi

630 645-6209

Owner: Many Partners Under 10% Each

2) Vendor # 67104

BELL FINANCIAL HOLDINGS, INC

6609 S. KIMBARK AVE., STE 2A

CHICAGO, IL 60637

Alton Bell

225 810-6787

Owner: Dwan Johnson Bell - 100%

3) Vendor # 31413

BENFORD BROWN & ASSOCIATES LLC

8334 S. STONY ISLAND AVE.

CHICAGO, IL 60617

Kimi Ellen

773 731-1300

Owner: Kimi Ellen - 52.%, Timothy Watson - 37.5%, Alyssia Benford - 10%

Vendor # 96159

BRONNER GROUP, LLC

120 NORTH LASALLE STREET., STE 1300

CHICAGO, IL 60602

Marilyn Katzin

312 759-5101

Owner: Gila J. Bronner - 100%

Vendor # 91172

CROWE HORWATH LLP

70 WEST MADISON STREET., STE 700

CHICAGO, IL 60602

Bert Nuehring

312 899-5499

6) Vendor # 34148

GERARDO G. LIWANAG & ASSOC., CPA'S

236 WAUKEGAN ROAD

GLENVIEW, IL 60025

Gerardo Liwanag

847 724-4331

Owner: Gerardo Liwanag - 100%

7) 10) Vendor # 66028 Vendor # 29639 **RAGLAND & ASSOCIATES, LLC** VELMA BUTLER & CO., LTD. 15525 SOUTH PARK AVE., STE 111 6 EAST MONROE, STE. 400 SOUTH HOLLAND, IL 60473-1380 CHICAGO, IL 60603-0000 Lawrence Ragland Velma Butler 708 333-0634 312 419-1547 Owner: Lawrence Ragland - 100% Owner: Veima Butler - 100% 8) 11) Vendor # 68985 Vendor # 16376 RINGOLD FINANCIAL MANAGEMENT Vander Weele Group, LLC SERVICES, INC 4725 N. SHERIDAN ROAD, 1-S 850 SOUTH WABASH #320 CHICAGO, IL 60640 CHICAGO, IL 60605 Maribeth Vander Weele Michelle Ringold 773 929-3030 312 566-9705 Owner: Maribeth Vander Weele - 100% Owner: Michelle Ringold - 51%, Rick Ringold -Vendor # 13766 9) Vendor # 16441 WASHINGTON, PITTMAN & MCKEEVER Sikich, LLP 819 S. WABASH AVE., SUITE 600 123 N. WACKER, SUITE 1500 CHICAGO, IL 60605 CHICAGO, IL 60606 Lester McKeever Jr. James Sikich 312 786-0330 312 648-6666 Owner: Lester Mckeever Jr. - 99.9%

Owner: All Owners Under 10%

AMEND BOARD REPORT 15-0527-PR10 AUTHORIZE A NEW AGREEMENT WITH HITACHI CONSULTING FOR ENTERPRISE FINANCIAL SYSTEMS OPTIMIZATION SERVICES

THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Hitachi Consulting Corporation ("Vendor") as the managed services provider for the Board's Enterprise Financial Systems at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This July 2015 amendment is necessary to add services to automate Comprehensive Annual Financial Reporting (CAFR) reporting for the Finance Department, which is critical for district-wide reporting, and to increase the compensation amount for the CAFR project. A written amendment adding the discrete scope of services for the CAFR project to the agreement is required. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this Board Report.

Contract Administrator: Solomon, M

Solomon, Mr. Alex M / 773-553-2280

VENDOR:

1) Vendor # 16092 Hitachi Consulting Corporation 14643 Dallas Parkway Ste 800 Dallas, TX 75254 Adam Schroeder 262 421-8042

> Hitachi Information And Telecommunications Systems Global Holding Corporation-Publicly Held. 99.6%

USER INFORMATION:

Project

12510 - Information & Technology Services

Manager:

42 West Madison Street Chicago, IL 60602 Tujo, Mr. Scott 773-553-1300

TERM

The term of this agreement shall commence on the date the agreement is signed and shall end twenty-four (24) months thereafter. This agreement shall have two (2) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Vendor will provide a managed services team that oversees ongoing operational support and technical maintenance of the Board's Enterprise Financial Systems.

DELIVERABLES:

Vendor will provide CPS both operational and project based support for the suite of enterprise financial systems as part of this agreement. Vendor will also provide implementation services to ensure the successful transition of daily support. Operational duties include both functional user and technical support of enterprise systems. Project based service components include perfective software maintenance and enhancement activities.

-Implementation and Ongoing Account Management: Vendor will provide a team of transition resources to oversee the smooth migration of system support services from a pool of local consultants. This includes establishment of a CPS support portal, which will contain all critical support documentation for existing applications and functions in the Enterprise Financial Suite. This will also include Knowledge transfer between existing CPS FTE and consulting resources to equivalent positions on the proposed ten person managed services team. This includes the ongoing service delivery model with monthly management reports that will be based on Key Performance Indicators (KPIs). Finally, this will include the ongoing service delivery model with quarterly in-person management (SPRM) meetings with CPS.

-Application Support Functional/Help Desk: Vendor's staff will provide functional support expertise to financial system end users for escalated issues. This includes Help Desk core service model, User Support (service ticket escalations via CPS approved ticketing software and method), ticket severity matrix and SLA, and training and support documentation and approach

-Technical Support (vendor will provide the following technical support services to maintain the existing suite of Oracle products): batch schedule and off hours monitoring, patching, upgrade support, change and release management process, and applications and project documentation database administration.

Project Support: Vendor will provide services in support of project based functional change activity for the Board's enterprise financial systems. This includes perfective support approach, demand management and tracking tools and respondent SDLC practices.

COMPENSATION:

Vendor shall be paid as follows:

Managed services payments paid monthly, upon invoicing.

Estimated annual costs for the two (2) year term are set forth below:

\$1,400,000.00 \$1,600,000.00, FY16

\$1,400,000.00 \$1,600,000.00, FY17

REIMBURSABLE EXPENSES:

Vendor shall be reimbursed for the following expenses: None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement <u>and amendment</u>. Authorize the President and Secretary to execute the agreement <u>and amendment</u>. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

The MBE/WBE goals for this agreement include 15% total MBE and 5% total WBE participation. However, the office of Business Diversity recommends that a partial waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted until such time that Vendor can locate and schedule a viable WBE subcontractor to participate on the agreement.

Vendor has scheduled the following:

Total MBE - 15% Clarity Partners, LLC 227 West Monroe, Suite 3950 Chicago, IL 60602 Contact: Mr. David Namkung Ownership: David Namkung-51%

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115 - ITS 12510 \$1,400,000.00 \$1,600,000.00, FY16 \$1,400,000.00 \$1,600,000.00, FY 17 Not to exceed \$2,800,000.00 \$3,200,000.00 for the two (2) year term. Future year funding is contingent upon budget appropriation and approval

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability; subject to appropriation in the subsequent fiscal year budget(s).

15-0722-PR12

AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH AGC NETWORKS, INC FOR PRIVATE BRANCH EXCHANGE ("PBX") SYSTEMS, INTUITY VOICEMAILS SYSTEMS, SOFTWARE AND RELATED CALL CENTER COMPONENTS HARDWARE, SOFTWARE AND TECHNICAL SUPPORT MAINTENANCE SERVICES

THE INTERIM CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with AGC Networks, Inc. (AGC), as successor to Transcend United Technologies, LLC, to provide hardware maintenance, software maintenance and technical support services for all Avaya Private Branch Exchange ("PBX") Systems, Intuity Voicemail Systems, Call Management System (CMS) and associated Call Center components at the Board's administrative sites at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator:

Solomon, Mr. Alex M / 773-553-2280

VENDOR:

1) Vendor # 64880 AGC NETWORKS, INC 945 BROADWAY STREET NE, STE 100 MINNEAPOLIS, MN 55413 Jim Moon 763 463-1027

Ownership: Agc Networks Ltd - 100% (Publicly Traded)

USER INFORMATION:

Project

Manager:

12510 - Information & Technology Services

42 West Madison Street

Chicago, IL 60602

Zalewski, Miss Kathryn Lucille

773-553-1300

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 13-0626-PR38) in the amount of \$351,000.00 is for a term commencing on August 20, 2013 and ending August 19, 2015, with the Board having two (2) options to renew for one (1) year each. The agreement was amended on September 9, 2014 to reflect the assumption of the agreement by AGC Networks, Inc. The original agreement was awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Procurement Officer.

OPTION PERIOD:

The term of this agreement is being renewed for twelve (12) months commencing August 20, 2015 and ending August 19, 2016.

OPTION PERIODS REMAINING:

There is one (1) option period for twelve (12) months remaining.

SCOPE OF SERVICES:

AGC will continue to provide hardware and software maintenance including on-site coverage and hardware/software component replacement/installation as needed for all Avaya Private Branch Exchange ("PBX") Systems, Intuity Voicemail Systems, Call Management Systems (CMS) and associated Call Center components at the Board's administrative sites.

DELIVERABLES:

AGC will continue to provide maintenance, break/fix, technical response, and specific on-site coverage for the hardware and software to ensure the proper operation of the Avaya software, servers and associated parts.

OUTCOMES:

AGC will provide the Board with the necessary hardware and software maintenance and support services to ensure the proper functioning of the Avaya operating systems, applications, and any related equipment.

COMPENSATION:

Vendor shall be paid during this option period as follows: Upon invoicing for one lump sum payment Estimated annual costs for this option period are set forth below: \$225,500 FY 16 and FY 17 in the aggregate.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to section 9.5 of the Remedial Program for Minority and Women Owned Business Enterprise Contract Participation in Goods and Services (M/WBE Program), the M/WBE participation for the contract includes 35% total MBE and 5% total WBE. However, the Office of Business Diversity recommends that a partial waiver of the participation goals required by the Remedial Program be granted because the contract scope is not further divisible.

The Vendor has identified and scheduled the following:

Total MBE - 20%
Quantum Crossing, LLC
111 East Wacker Drive, Suite 990
Chicago, IL 60601
Attn: Roger Martinez
Ownership: Roger Martinez-51%

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL

Fund 115 Office of Information & Technology Services, Unit 12510 - Program 254501 \$225,500 for FY 16 and FY 17 in the aggregate.

Not to exceed \$225,500 for the one (1) year term. Future year funding is contingent upon budget appropriation and approval

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

15-0722-PR13

AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH NCS PEARSON, INC FOR THE PURCHASE OF STUDENT INFORMATION INSTRUCTIONAL MANAGEMENT SOFTWARE MAINTENANCE AND SUPPORT SERVICES

THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the extension of the agreement with NCS Pearson, Inc., as successor-in-interest to Schoolnet, Inc., for instructional management system maintenance and support services for the Department of Information and Technology Services at an estimated annual cost set forth in the Compensation Section of this report. A written extension document is currently being negotiated. No payment shall be made to NCS Pearson, Inc. during this extension period prior to execution of their written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

Contract Administrator: Solomon, Mr. Alex M / 773-553-2280

VENDOR:

1) Vendor # 34595 NCS PEARSON, INC 3075 W RAY RD. CHANDLER, AZ 85226 Keith Kostrzewski 847 865-1915

Ownership: Pn Holdings, Inc. - 100% (Publicly Traded)

USER INFORMATION:

Project

Manager:

12510 - Information & Technology Services

42 West Madison Street Chicago, IL 60602 Gallagher, Mr. Patrick F. 773-553-1300

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 07-0627-PR14) in the amount of \$3,977,685.00 was for a term commencing August 1, 2007 and ending July 31, 2010. The agreement was amended (authorized by Board Report 08-0602-PR19 and 09-0225-PR6) to increase compensation and scope. This agreement was extended (authorized by Board Report 10-0728-PR11) for a term commencing August 1, 2010 and ending July 31, 2011. This agreement was further extended (authorized by Board Report 11-0928-PR9) for a term commencing August 1, 2011 and ending July 31, 2012. This agreement was further extended (authorized by Board Report 12-0725-PR15) for a term commencing August 1, 2012 and ending July 31, 2013. This agreement was further extended (authorized by Board Report 13-0626-PR33) for a term commencing August 1, 2013 and ending July 31, 2015. The original agreement was awarded on a non-competitive basis.

EXTENSION PERIOD:

The term of this agreement is being extended for two (2) years commencing August 1, 2015 and ending July 31, 2017.

SCOPE OF SERVICES:

NCS Pearson, Inc. shall continue to provide software maintenance and support, data services, interim assessment support, and project quality assurance, and associated maintenance for the extension term. NCS Pearson, Inc. will develop the Active Directory Federation Services Integration Module, the Gradespeed assessment data integration module, and deliver the self-hosted Assess Module. NCS Pearson, Inc. will assist in populating the Data Mart with district assessment data including, but not limited to, NWEA, IDEL, EXPLORE, PLAN, ACT, STAR, PARCC, DLM, TRC, ACCESS and DIBELS data. NCS Pearson, Inc. will support CPS in their efforts to load curriculum and standards and to administer REACH and Fitness Assessments. NCS Pearson, Inc. shall also provide product configuration, including KPI configuration, and assist in the resolution of data integration errors. Vendor will provide mentoring and training opportunities to ensure technical and product knowledge transfer over the scope of the engagement.

Vendor shall continue to provide the Board with the means to enter/import (or have entered on the Board's behalf) the Board's student data through the Licensed Software. The import feature will not modify the content of imported data in any way. All right, title and interest in and to such data shall at all times remain the property of the Board. Vendor shall have the right to use the Board's data (i) to provide the Board with the Services (ii) to assess and compare the use of the Licensed Software by various individual schools

within the Board for the purpose of auditing the standard functionality of the Licensed Software and (iii) to improve the Licensed Software. In its use of the Board's data, vendor will not use or disclose any personal information particular to any student.

DELIVERABLES:

Vendor will continue to provide maintenance which consists of program corrections and enhancements that Vendor may develop during the term of this agreement. Vendor will also provide support on the licensed software, which consists of resolving trouble tickets, corrective maintenance, knowledge management, knowledge transfer and the following:

Existing software updates and installers including the upgrade of the application to version 16 Database cleanup and alter scripts (usually part of installers) Bug Fixes targeted to highest priority defects Updated user guides to accompany each remaining release Performance Optimizations Software testing including: Integration testing for embedded components and compatibility testing (New OS, SOL Server, etc.) Active Directory Authorization Module Teacher Tools to promote ease of use ASSESS self-hosting Technical Knowledge Transfer Curriculum and Standards support KPI Configuration Marketing Communication Project Quality Assurance Assessment scanning solution

OUTCOMES:

The instructional management software program will facilitate the tracking of student assessment results and growth measurements. The software will integrate more closely with existing IMPACT modules, allowing for greater ease of use for classroom teachers.

COMPENSATION:

Vendor shall be paid a fee which includes maintenance, support and upgrades. Total compensation for the two (2) year extension period shall not exceed \$1,150,000.00

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written extension document. Authorize the President and Secretary to execute the extension document. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this extension agreement.

AFFIRMATIVE ACTION:

Pursuant to section 5.2.4 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this contract is exempt from review as the nature of the services qualify as a unique transaction.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, ITS 12510 \$575,000.00, FY 15-16 \$575,000.00, FY 16-17 Not to exceed \$1,150,000.00 for the two (2) year term. Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Board Member Dr. Hines abstained from Board Report 15-0722-PR13.

15-0722-PR14

RATIFY EXTENSION OF THE AGREEMENT WITH NCS PEARSON, INC. FOR THE PURCHASE OF STUDENT INFORMATION SYSTEMS SOFTWARE LICENSES

THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify extension of the agreement with NCS Pearson, Inc. ("Vendor") to provide student information system maintenance and support for database, enterprise, and e-business software at an estimated annual cost set forth in the Compensation Section of this report. A written extension document is currently being negotiated. No payment shall be made to NCS Pearson, Inc. ("Vendor") during this extension period prior to execution of their written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

Contract Administrator: Solomon, Mr. Alex M / 773-553-2280

VENDOR:

 Vendor # 34595 NCS PEARSON, INC 3075 W RAY RD. CHANDLER, AZ 85226 Mike Carlson 847 865-1915

Ownership: Pn Holdings, Inc. - 100% (Publicly Traded)

USER INFORMATION:

Project

Manager: 12510 - Information & Technology Services

42 West Madison Street Chicago, IL 60602 Gallagher, Mr. Patrick F. 773-553-1300

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 04-0324-PR12 as amended by 04-0428-PR13) in the amount of \$17,500,000.00 was for a term commencing April 1, 2004 and ending June 30, 2008, with the Board having five (5) options to renew for one (1) year terms each; all options have been exercised. The agreement was renewed (authorized by Board Report 08-0602-PR26) for a term commencing July 1,2008 and ending on June 30, 2009. The agreement was further renewed (authorized by Board Report 09-0527-PR16) for a term commencing July 1, 2009 and ending June 30, 2010. The agreement was further renewed (authorized by Board Report 10-0623-PR14) for a term commencing July 1, 2010 and ending June 30, 2011. The agreement was further renewed (authorized by Board Report 11-0622-PR15) for a term commencing on July 1, 2011 and ending June 30, 2012. The agreement was further renewed (authorized by Board Report 12-0627-PR30) for a term commencing July 1, 2012 and ending June 30, 2013. Subsequently the agreement was extended (authorized by Board Report 13-0626-PR34) for a term commencing July 1, 2013 and ending June 30, 2015. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2 (RFP Specification Number 03-250274).

EXTENSION PERIOD:

The term of this agreement is being extended for two (2) years commencing July 1, 2015 and ending June 30, 2017.

OPTION PERIODS REMAINING:

There are no option periods remaining.

USE OF SOFTWARE:

Vendor shall continue to provide software licenses, enhancements and support for PowerSchool SMS release 8.4 and above

MAINTENANCE/LICENSE FEE:

Vendor will be paid an annual maintenance and support fee, which will not exceed \$250,000.00

DELIVERABLES

Vendor will continue to provide maintenance which consists of program corrections and enhancements that Vendor may develop during the term of this agreement. Vendor will also provide support on the licensed software, which consists of resolving trouble tickets, corrective maintenance, knowledge management, knowledge transfer and the following:

-Existing software updates and installers

-Database cleanup and alter scripts (usually part of installers)

- -Bug Fixes targeted to highest priority defects
- -Updated user guides to accompany each remaining release
- -Performance Optimizations
- -Software testing including: Integration testing for embedded components and compatibility testing (New OS, SOL Server, etc.).

OUTCOMES:

The SIS software programs will continue to further automate the Board's student information system applications programs, thus making the Board more efficient and effective in managing student information systems. The SIS software will enhance the Board's ability to effectively educate our students in an organized manner.

COMPENSATION:

Vendor shall be paid a fee which includes maintenance, support, and upgrades. Total compensation for this extension period (two years) shall not exceed \$525,000,00

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written extension document. Authorize the President and Secretary to execute the extension document. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this extension agreement.

AFFIRMATIVE ACTION:

Pursuant to section 5.2.4 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this contract is exempt from review as the nature of the services qualify as a unique transaction.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115 ITS, 12510 \$262,500.00, FY 15-16 \$262,500.00, FY 16-17 Not to exceed \$525,000.00 for the two (2) year term Future year funding is contingent upon budget appropriation and approval.

CFDA#;

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Board Member Dr. Hines abstained from Board Report 15-0722-PR14.

15-0722-PR15

RATIFY EXTENSION OF THE AGREEMENT WITH NCS PEARSON, INC. FOR THE PURCHASE OF GRADEBOOK MAINTENANCE AND SUPPORT SERVICES AND APPROVE THE ASSUMPTION BY NCS PEARSON, INC. OF TEH ORIGINAL AGREEMENT WITH SCHOOLNET, INC.

THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify extension of the agreement with NCS Pearson, Inc. to provide software maintenance and support services to Information & Technology at an estimated annual cost set forth in the Compensation Section of this report. A written extension document is currently being negotiated. No payment shall be made to NCS Pearson, Inc. during this extension period prior to execution of their written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

Contract Administrator: Solomon, Mr. Alex M / 773-553-2280

VENDOR:

 Vendor # 34595 NCS PEARSON, INC 3075 W RAY RD. CHANDLER, AZ 85226 Keith Kostrzewski 847 865-1915

Ownership: Pn Holdings, Inc. - 100%

(Publicly Traded)

USER INFORMATION:

Project Manager:

12510 - Information & Technology Services

42 West Madison Street Chicago, IL 60602 Gallagher, Mr. Patrick F. 773-553-1300

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 12-0328-PR19) in the amount of \$500,000 was for a term commencing March 29, 2012 and ending March 28, 2013 with the Board having one (1) option to renew for a one (1) year term. This agreement was renewed (authorized by Board Report 13-0403-PR7) in the amount of \$128,500,00 for a three (3) month term commencing March 29, 2013 and ending June 30, 2013. This agreement was subsequently extended (authorized by Board Report 13-0626-PR35) for a term commencing July 1, 2013 and ending June 30, 2015. The original agreement was awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Procurement Officer.

EXTENSION PERIOD:

The term of this agreement is being extended for two (2) years commencing July 1, 2015 and ending June 30, 2017.

SCOPE OF SERVICES:

Vendor shall continue to provide the following services and software licenses and support. Use of Software: GradeSpeed.Net release 4.7 and above, which includes software modules for Gradebook functions, the Parent Connection module, and the Student Connection module, will provide both CPS educators and the parent community at large with a real-time means of tracking student performance and proactively monitoring academic progress towards defined educational goals. The product will also provide educators with a means of performing grading related tasks irrespective of physical location.

Existing Software Version: Vendor has provided the Board with a perpetual enterprise level license for GradeSpeed.Net release 4.7.1.1, which includes modules for Grading, Attendance, Student and Parent Portals (English/Spanish).

Software Upgrade: Vendor will provide maintenance and support for all major version upgrades, which include modules for Grading, Attendance, Student and Parent Portals (English/Spanish), curriculum tracking and increased standardized test and assessment data interoperability with other CPS systems.

Vendor will provide any technical program corrections and enhancements that may develop during the term of this agreement as long as the Board's technical support fee is current. There are no third party licenses associated with this software. Any software upgrades must integrate seamlessly with the existing Student Information Systems modules with respect to sharing key student data, such as attendance, grades and disciplinary status.

Gradebook must also provide parents with a means of actively monitoring academic performance for multiple children who are CPS students. Parent-side functionality must allow users to define student performance thresholds that initiate automated alerts via phone, email or text message.

DELIVERABLES:

Vendor will continue to provide maintenance which consists of program corrections and enhancements that Vendor may develop during the term of this agreement. Vendor will also provide support on the licensed software, which consists of resolving trouble tickets, corrective maintenance, knowledge management, knowledge transfer and the following:

- -Existing software updates and installers
- -Database cleanup and alter scripts (usually part of the installers)
- -Bux Fixes targeted to highest priority defects
- -Updated user guides to accompany each remaining release
- -Performance Optimizations
- -Software testing including: integration testing for embedded components and compatibility testing (New OS, SOL Server, etc.).

OUTCOMES:

Software support and existing software upgrades to the GradeSpeed.Net Software will result in providing both CPS educators and the parent community at large with real-time means of tracking student performance and proactively monitoring academic progress towards defined educational goals. The product will also provide educators with a means of performing grading related tasks irrespective of physical location. Teachers will have: remote access for grading activities; support for Illinois standards based grading; a Gradebook that contains class period, assessment information and homework assignments; and proactive monitoring of student progress toward defined educational goals.

Administrators will have: real-time monitoring of grades and attendance; analytic capacity to support performance management framework; increased integration with assessment and standardized test data; administrative access to teacher grade books at their location by extension; and tiered access for network and district personnel. Finally, administrators can generate report cards and progress reports to specifications set by the Board without incident.

Parents will have: online access to student progress reports and report cards; online access to student attendance and grades; automated notification of student performance based on parents and school staff. Students will have: an online, real-time means of tracking grades to date and means of downloading homework assignments.

COMPENSATION:

Vendor shall be paid a fee which includes maintenance, support and upgrades. Total compensation for this extension period (two years) shall not exceed \$525,000.00

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written extension document. Authorize the President and Secretary to execute the extension document. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this extension agreement.

AFFIRMATIVE ACTION:

Pursuant to section 5.2.4 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this contract is exempt from review as the nature of the services qualify as a unique transaction.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, ITS, 12510 \$262,500.00, FY 15-16 \$262,500.00, FY 16-17 Not to exceed \$525,000.00 for the two (2) year term.

Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 JLCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Board Member Dr. Hines abstained from Board Report 15-0722-PR15.

15-0722-PR16

RATIFY ANNUAL RENEWAL AGREEMENT WITH ORACLE AMERICA, INC

THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify annual renewal agreement with Oracle America, Inc. to provide technical support for licenses at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Oracle America, Inc. during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator:

Solomon, Mr. Alex M / 773-553-2280

VENDOR:

1) Vendor # 89823 ORACLE AMERICA, INC 500 ORACLE PARKWAY REDWOOD SHORES, CA 94065 Ryan Pike 406 556-3420

Ownership: Oracle Corporation - 100% (Publicly Traded)

USER INFORMATION:

Project

Manager:

12510 - Information & Technology Services

42 West Madison Street Chicago, IL 60602 Dibartolo, Mr. Phillip Brian 773-553-1300

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 05-1026-PR6 as amended by Board Report 06-0222-PR7) in the amount of \$1,828,610.66 is for a term commencing October 1, 2005 and ending June 30, 2006, with the Board having two (2) options to renew for periods of one (1) year each. The agreement was subsequently renewed through June 30, 2007, with unlimited options to renew (authorized by Board Report 06-0628-PR22 as amended by 07-0425-PR9) and further extended through June 30, 2008 (authorized by Board Report 07-0627-PR15). The agreement was further extended through June 30, 2009 (authorized by Board Report 08-0625-PR20). The agreement was further extended through June 30, 2010 (authorized by Board Report 09-0624-PR20) and further extended through June 30, 2011 (authorized by Board Report 10-0922-PR11). The agreement was further extended through June 30, 2012 (authorized by Board Report 11-0622-PR16). The agreement was further extended through June 30, 2013 (authorized by Board Report 12-0627-PR24). The agreement was further extended through June 30, 2014 (authorized by Board Report 13-0626-PR27). The agreement was further extended through June 30, 2016 (authorized by Board Report 13-0626-PR27). The original agreement was awarded on a non-competitive basis because the Oracle software is the only software that provides the functionality required by the Board's integrated financial systems.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing July 1, 2015 and ending June 30, 2016.

OPTION PERIODS REMAINING:

There are unlimited options to renew technical support on an annual basis.

SCOPE OF SERVICES:

The technical support purchased will continue to allow the Board to operate integrated financial and HR systems connecting the accounts receivable, cash management, treasury, general ledger, budget, payroll, position control, and procurement processes.

DELIVERABLES:

Oracle America provides software to allow the Board to operate an integrated financial and HR system connecting the accounts receivable, cash management, treasury, general ledger, budget, payroll, position control and procurement processes. The financial system allows CPS to access and update budgetary information with respect to both school and administrative units. The financial system also allows school administrators up-to-date detailed information about dollars associated with programs including funds disbursed, encumbrances, positions, and allocations.

OUTCOMES:

The software program products will further secure the Board's critical data.

COMPENSATION:

Vendor shall be paid during this option period as follows: paid in quarterly installments upon invoicing Estimated annual costs for this option period are set forth below: \$4,000,000.00, FY 16

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the President and Secretary to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement is 10% total M/WBE participation. The Office of Business Diversity recommends that Oracle be given credit for supplier diversity by adhering to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts section 9.5 "Good Faith Efforts to Meet Contract Specific Goals." Oracle will engage CPS students in an internship with their organization for a fourth consecutive year.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, ITS 12510 \$4,000,000.00, FY 16 Not to exceed \$4,000,000.00 for the one (1) year term. Future year funding is contingent upon budget appropriation and approval

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

15-0722-PR17

RATIFY EXTENSION OF THE AGREEMENT WITH KRONOS INCORPORATED FOR SOFTWARE AND HARDWARE MAINTENANCE

THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify extension of the agreement with KRONOS incorporated ("Kronos" or "Vendor") for the purchase of software and hardware maintenance for the district-wide time-keeping Kronos clocks at an estimated annual cost set forth in the Compensation Section of this report. A written extension document is currently being negotiated. No payment shall be made to KRONOS incorporated during this extension period prior to execution of their written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

Contract Administrator:

Solomon, Mr. Alex M / 773-553-2280

VENDOR:

1) Vendor # 31925 KRONOS INCORPORATED 297 BILLERICA RD. CHELMSFORD, MA 01824 Dionne Williams 847 969-1300

Ownership: Kronos Acquisition Corporation - 100%

USER INFORMATION:

Project

Manager. 12510 - Information & Technology Services

42 West Madison Street Chicago, IL 60602 Dibartolo, Mr. Phillip Brian

773-553-1300

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 09-1216-PR13) in the amount of \$546,123.60 was for a term commencing January 1, 2010 and ending June 30, 2011, with the Board having two (2) options to renew for one (1) year terms each. The agreement was renewed (authorized by Board Report 11-0427-PR21) for a term commencing July 1, 2011 and ending June 30, 2012. The agreement was renewed a second time (authorized by Board Report 12-0627-PR29) for a term commencing July 1, 2012 and ending June 30, 2013. This agreement was extended (authorized by Board Report 13-0626-PR32) for a term commencing July 1, 2013 and ending June 30, 2014. This agreement was further extended (authorized by Board Report 14-0528-PR24) for a term commencing July 1, 2014 and ending June 30, 2015. The original agreement was awarded on a non-competitive basis. Kronos was selected on a non-competitive basis because the hardware is proprietary to Kronos and has previously been implemented throughout the district.

EXTENSION PERIOD:

The term of this agreement is being extended for one (1) year commencing July 1, 2015 and ending June 30, 2016.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Kronos will continue to provide critical maintenance on the WorkForce Timekeeper system and depot repair maintenance on the smart converter and keypad system. Kronos will continue to provide software support to ensure the operating systems function properly, and will provide quarterly optimizations and necessary process documentations. This maintenance consists of program corrections and enhancements that Kronos may develop during this extension term as long as the Board's maintenance fee is current.

DELIVERABLES:

Kronos will continue to provide critical maintenance on the WorkForce Timekeeper system and depot repair and maintenance on the smart converter and keypad system. Kronos will continue to provide software support to ensure the operating system function properly, and will provide quarterly optimizations and necessary process documentations. This maintenance consists of program corrections and enhancements that Kronos may develop during this extension term as long as the Board's maintenance fee is current.

OUTCOMES:

Kronos' services will result in the WorkForce Timekeeper systems being maintained properly and functioning properly. Services will also result in ITS and Payroll Services having the necessary hardware and software support to ensure the proper functioning of the operating system.

COMPENSATION:

Vendor shall be paid during this option period as follows: annual software support paid upon invoicing in two (2) equal installments of \$174,000.00 each every six (6) months.

Estimated annual costs for the one (1) year term are set forth below:
\$380,000.00, FY16

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written extension document. Authorize the President and Secretary to execute the extension document. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this extension agreement.

AFFIRMATIVE ACTION:

The M/WBE requirements for this agreement include 35% total MBE and 5% total WBE. However, the Waiver Review Committee recommends that a full waiver of the M/WBE participation goals for this agreement, as required by the Remedial Program and granted because the contract scope is not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL

Fund 115, ITS, Parent Unit 12500 \$380,000.00, FY 16 Not to exceed \$380,000.00 for the one (1) year term. Future year funding is contingent upon budget appropriation and approval.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

15-0722-PR18

AUTHORIZE A NEW AGREEMENT WITH RL CANNING INC. FOR SERVICE DESK AND TECH SUPPORT SERVICES

THE INTERIM CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with RL Canning, Inc. ("Vendor") to provide service desk and tech support services to central office, other administrative offices, and schools at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number:

14-350006

Contract Administrator:

Solomon, Mr. Alex M / 773-553-2280

VENDOR:

1) Vendor # 35082 RL CANNING 8700 W. BRYN MAWR AVE STE 120N CHICAGO, IL 60631 Rachel Canning 773 693-1900

Ownership: Rachel Canning-70%, Greg Canning-30%

USER INFORMATION:

Project

12510 - Information & Technology Services Manager:

42 West Madison Street

Chicago, IL 60602

Mcphearson, Mr. Anthony Lavelle

773-553-1300

TERM:

The term of this agreement shall commence on August 1, 2015 and shall end June 30, 2020. This agreement shall have two (2) options to renew for periods of three (3) years each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Vendor shall provide service desk and tech support services to central office, other administrative offices, and schools. Service desk includes: incident management, problem management, change management, service requests, delivery assurance, service request management, etc. Tech support services includes: coverage during normal and extended business hours at the service locations listed in the agreement, and help desk services.

OUTCOMES:

Vendor's services will result in service desk and tech support services to central office, other administrative offices, and schools. Service desk includes: incident management, problem management, change management, service requests, delivery assurance, service request management, etc. Tech support services includes; coverage during normal and extended business hours at the service locations listed in the SOW, and help desk services.

COMPENSATION:

Vendor shall be paid as follows: hourly (school level) and fixed (central office) Estimated annual costs for the five (5) year term are set forth below:

\$3,300,000.00, FY 16

\$3,300,000.00, FY 17

\$3,300,000.00, FY 18

\$3,300,000.00, FY 19

\$3,300,000.00, FY 20

REIMBURSABLE EXPENSES:

Vendor shall be reimbursed for the following expenses: None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this agreement,

AFFIRMATIVE ACTION:

This agreement is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals assigned for this agreement are 25% total MBE and 5% total WBE participation.

The Vendor has scheduled the following:

Total MBE - 95%

RL Canning (H)

8700 W. Bryn Mawr Ave., Ste. 120N

Chicago, IL 60631

Contact: Rachel Canning

Ownership: Rachel Canning-70%, Greg Canning-30%

Total WBE - 5%

Advotek, Inc. 148 Ogden Avenue Downers Grove, IL 60515 Contact: Paula Smith

Ownership: Diana Conley-51%

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Various Funds, Various Units \$3,300,000.00, FY 16 \$3,300,000.00, FY 17 \$3,300,000.00, FY 18 \$3,300,000.00, FY 19

\$3,300,000.00, FY 20

Not to exceed \$16,500,000.00 for the five (5) year term.

Future year funding is contingent upon budget appropriation and approval

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

15-0722-PR19

AUTHORIZE A NEW AGREEMENT WITH DBOBER, LLC. DBA THE PUBLIC PRIVATE NETWORK TO GENERATE ADDITIONAL REVENUE FROM VENDING MACHINES AND BROADCASTING SERVICES

THE INTERIM CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with DBober, LLC dba The Public Private Network ("Vendor") to generate additional revenue from vending machines and broadcasting services for various schools and departments at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number:

14-350029

Contract Administrator:

Solomon, Mr. Alex M / 773-553-2280

VENDOR:

Vendor # 16469 DBober, LLC dba The Public Private Network 4346 REDWOOD AVE MARINA DEL REY, CA 90292 David Bober 917 595-0776

Ownership: David Bober-100%

USER INFORMATION:

Project

Manager: 10510 - Communications Office

42 West Madison Street

Chicago, IL 60602

lori, Mr. Ronald H.

773-553-1620

TERM:

The term of this agreement shall commence on August 1, 2015 and shall end July 31, 2018. This agreement shall have two (2) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Dbober, LLC dba The Public Private Network will support CPS' effort to structure a district-wide approach to secure additional revenue through vending machines and broadcasting. Vendor will generate significant additional revenues for CPS while providing better oversight. Vendor is contracted solely on a success fee basis, which means that Vendor's compensation is purely based on commission with no upfront fees.

DELIVERABLES:

Vendor will add value to this program by developing an RFP for a comprehensive vending machine program, managing its implementation, conducting audits, and overseeing contractual obligations. A similar approach will be taken for broadcasting. Vendor's compensation is purely based on commission (18% in year 1, 17% in year 2, 16% in year 3 and 15% thereafter) with no upfront fees.

OUTCOMES:

A centrally managed vending program that will ensure compliance with USDA nutritional guidelines and broadcasting program which will provide significant additional revenue for the district to reinvest in our schools. There is no financial risk as the vendor payment is exclusively based on commission.

COMPENSATION:

Vendor shall be paid as follows: As a percentage of the total revenues received as indicated in the payment terms of the contract. Payment shall only be made to Vendor after revenues are received by CPS.

Estimated annual costs for the three (3) year term are set forth below:

\$2,400,000.00 NTE for the three (3) year term

This number is based on the New York City experience and the fees applied by the Vendor.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Communication and Marketing Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Vendor intends to fully comply with participation goals of 25% MBE and 5% WBE but has not yet found a suitable partner. The nature of the work is specialized and it is important to find partners who can contribute in a meaningful way.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL

Fund 115, Various Departments: Vendor shall be paid as follows:

As a percentage of the total recovenes received as indicated in the payment terms of the contract.

Payment shall only be made to Vendors after recoveries are received by CPS.

Not to exceed \$2,400,000.00 for the three (3) year term.

This number is based on the New York City experience and the fees applied by the Vendor.

Vendor is contracted solely on a success fee basis, which means that Vendor's compensation is purely based on commission with no upfront fees.

Future year funding is contingent upon budget appropriation and approval

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

15-0722-PR20

AMEND BOARD REPORT 14-0827-PR20 AUTHORIZE THE SECOND AND FINAL RENEWAL AGREEMENT WITH WILLIS OF ILLINOIS, INC FOR CONSULTING SERVICES

THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the second and final renewal agreement with Willis of Illinois, Inc. to provide employee benefits consulting services to the Talent Office at no cost to the Board. Vendor is authorized to receive commissions directly from CPS benefits carriers with the total commissions paid to the Vendor not to exceed \$270,000 \$385,000 during the second renewal period. Commission is based on negotiated administrative fees and insurance rates with vendors. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed prior to February 25, 2015. Information pertinent to this option is stated below.

This July 2015 amendment is to increase the not-to-exceed amount from \$270,000 to \$385,000 and to allow for Vendor to be paid based on monthly service fees based on hours billed in addition to negotiated commissions with benefit providers. A written amendment to the renewal agreement is required. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of the date of this Board Report.

Specification Number: 12-250056

VENDOR:

Vendor#98715
WILLIS OF ILLINOIS, INC
 233 S. WACKER DRIVE., STE 2000
CHICAGO, IL 60606
Brian Stratton
 312 288-7070

USER INFORMATION:

Project Manager: 11010 - Talent Office
42 West Madison Street

Chicago, IL 60602 Fairhall, Ms. Gail A

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 13-0227-PR19) in the amount of \$150,000.00 is for a term commencing March 1, 2013 and ending February 28, 2014, with the Board having two (2) options to renew for one (1) year terms. The first renewal agreement (executed under the delegation of authority to the Chief Procurement Officer) is for a term commencing March 1, 2014 and ending February 28, 2015. The Vendor was selected on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing March 1, 2015 and ending February 28, 2016.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendor will continue to provide comprehensive health and welfare benefits plan consulting as follows:

* Provide research, benchmarking, data analysis, expense and contributions projections, evaluation, and design recommendations for total rewards and benefits offerings.

- * Advise and consult with the Board throughout the benefits vendor selection process including assisting in drafting of RFP content, evaluating proposals, estimating all applicable proposer costs, and negotiating fees and other relevant terms.
- * Provide contract renewal and negotiation services of the Board's current benefit plans vendors.
- * Advise and assist in reviewing contracts, plan documents, insurance policies, and other documents for applicability, accuracy, and consistency.
- * Monitor compliance of benefit plans with applicable laws and regulations and recommend changes and enhancements to comply with all applicable laws and regulations.
- * Provide a quarterly plan funding analysis.
- * Provide subject matter expertise in drafting total rewards communications materials.
- * Participate in monthly Labor Management Cooperation Committee meetings.
- * Participate in audits of benefits vendors and internal benefits plan audits.

DELIVERABLES

Vendor will deliver the services noted in the Scope of Services and provide monthly reports including a healthcare dashboard report, activity logs, and ad-hoc reporting as requested.

OUTCOMES

Vendor services will result in benefits plan savings for CPS and professional oversight and monitoring of total rewards benefits programs.

COMPENSATION:

Vendor is authorized to receive commissions directly from CPS benefits carriers <u>and to receive payments</u> <u>directly by CPS</u> with the total annual commissions <u>and direct payments</u> paid to the Vendor during this second option period estimated to be \$270,000.00 \cdot \frac{\$385,000}{285,000}.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document and amendment. Authorize the President and Secretary to execute the option document and amendment. Authorize Chief Talent Officer Director of Compensation and Benefits to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

This agreement is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this agreement include; 25% total MBE and 5% total WBE participation.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL

Fund 115, Talent Office, Unit 11010, for a total not to exceed of \$270,000 \$385,000 for the renewal period.

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

15-0722-PR21

AUTHORIZE THE FIRST RENEWAL AND AMEND AGREEMENTS WITH VARIOUS VENDORS FOR TEMPORARY STAFFING SERVICES

THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreements with various vendors to provide Temporary Staffing Services to various departments at an estimated annual cost set forth in the Compensation Section of this report and amend agreements to revise the option to reflect two (2) options of one year each. Written documents exercising this option are currently being negotiated. No payment shall be made to any Vendor during the option period prior to execution of their written document. The authority granted herein shall automatically rescind as to each Vendor in the event their written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator:

Solomon, Mr. Alex M / 773-553-2280

USER INFORMATION:

Project

Manager:

11010 - Talent Office 42 West Madison Street Chicago, IL 60602 Paul, Mr. Rohit

ORIGINAL AGREEMENT:

The original Agreements (authorized by Board Report 13-0724-PR17 as amended by 14-0924-PR13) in the amount of \$6,000,000.00 are for a term commencing August 1, 2013 and ending July 31, 2015 with the Board having one (1) option to renew for a period of two (2) years. The original agreements were awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of each agreement is being renewed for one (1) year commencing August 1, 2015 and ending July 31, 2016. The initial agreements provided for one option of two (2) years. That option is being amended to reflect 2 options of one-year each; the first is being exercised at this time.

OPTION PERIODS REMAINING:

There is one option for (1) one year period remaining.

SCOPE OF SERVICES:

From time-to-time, the Chicago Public Schools is faced with unexpected administrative projects that need to be performed in order to comply with the School District's Administrative Operations. Therefore, the vendors that have been selected will provide Temporary Staffing Services during these times with a variety of skills necessary to fill temporary personnel deficits for short and long term assignments. The vendors will provide, on an as needed basis, to various departments, qualified individuals to perform a variety of Administrative and Clerical, Legal, Accounting, Technology, and Procurement Services.

DELIVERABLES:

The vendors will provide, on an as needed basis, to various departments, qualified individuals to perform a variety of Administrative and Clerical, Legal, Accounting, Technology and Procurement Services.

OUTCOMES:

Vendor's services will result in eliminating the need for all areas of the organization to do their own one off contracting for services. Search firms falling under Talent provides oversight and expense management/records in one place.

COMPENSATION:

Vendors shall be paid during this option period in accordance with the pricing set forth in their respective agreement; Estimated annual costs for this option period are set forth below: \$1,500,000.00, FY 16

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option documents. Authorize the President and Secretary to execute the option documents. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate the option agreements.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Per Contract method for MWBE participation will be utilized. Thus, contracts for subsequent vendors from the pool created by this contract will be subject to compliance reviews based on aggregated compliance on a monthly basis and will adhere to the required goals of 25% MBE and 5% WBE participation.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Multiple Funds, Multiple Units \$1,500,000.00, FY 16 Not to exceed \$1,500,000.00 for the two (2) year term. Future year funding is contingent upon budget appropriation and approval

CFDA#:

Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

2)

4)

1) Vendor # 61271

APFS, LLC DBA ADDISON SEARCH, LLC

125 S. WACKER DRIVE., 27TH FLR.

CHICAGO, IL 60606

Beth Stein

312 424-0300

Ownership: Trilantic Partners

\/-

Vendor # 98323

CGN & ASSOCIATES, INC DBA BLACKWELL GLOBAL CONSULTING, LLC

GLOBAL GONSOLTING, LL

30 N LASALLE, STE 4140

CHICAGO, IL 60602

Jennifer Zarych

312 873-5385

Ownership: Animesh Arora, Seshadri Guha, Patrick Cheung, Meenakshy Aiyer

3) Vendor # 96734

MANPOWERGROUP US, INC

100 MANPOWER PLACE

MILWAUKEE, WI 53212

Karen Leander 414 961-1000

Ownership: Manpower Group Inc.

Vendor # 87711

MIRAGE SOFTWARE, INC DBA BOURNTEC

SOLUTIONS

1701 EAST WOODFIELD RD., STE # 200

SCHAUMBURG, IL 60173

Stephen Phelps

224 232-5090

Ownership: Srujana Gudur

5)

Vendor # 90597

VIVA USA, INC

3601 ALGONQUIN., STE 425

ROLLING MEADOWS, IL 60008

Ashwin Kumar

847 368-0860

Ownership: Vasanthi Ilangovar, Ilango Radhakrishnan

President Vitale indicated that if there were no objections, Board Reports 15-0722-EX1 through 15-0722-EX4, 15-0722-OP1, 15-0722-PR1 through 15-0722-PR4, and 15-0722-PR6 through 15-0722-PR21, with the noted abstentions, would be adopted by the last favorable roll call vote, all members present voting therefore.

President Vitale thereupon declared Board Reports 15-0722-EX1 through 15-0722-EX4, 15-0722-OP1, 15-0722-PR1 through 15-0722-PR4, and 15-0722-PR6 through 15-0722-PR21 adopted.

15-0722-EX5

REPORT ON PRINCIPAL CONTRACTS (NEW)

THE INTERIM CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

Accept and file copies of the contracts with the principals listed below who were selected by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract #14-0625-EX12.

DESCRIPTION: Recognize the selection by the local school councils of the individuals listed below to the position of principal subject to the Principal Eligibility Policy, #14-0723-PO1, and approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Talent Office has verified that the following individuals have met the requirements for eligibility.

NAME	FROM	<u>10</u>
Michael Beyer	Contract Principal Morrill	Contract Principal Ogden Network: 6 P.N. 116703 Commencing: July 1, 2015 Ending: June 30, 2019
Beth Bazer	Assistant Principal Hawthorne	Contract Principal LaSalle Language Academy Network: 4 P.N. 112824 Commencing: July 1, 2015 Ending: June 30, 2019
George Chipain	Assistant Principal O.A. Thorp	Contract Principal Prussing Network: 1 P.N. 118121 Commencing: July 1, 2015 Ending: June 30, 2019

Raquel Davis

Assistant Principal

Mt. Vernon

Contract Principal Mt. Vernon Network: 13

P.N. 117328

Commencing: July 11, 2015 Ending: July 10, 2019

Trista Harper

Interim Principal Manley H.S.

Contract Principal Manley H.S. Network: 5 P.N. 123204

Commencing: May 26, 2015 Ending: May 25, 2019

Jennifer Laurincik

Assistant Principal

Clay

Contract Principal Clay

Network: 13 P.N. 117227

Commencing: July 1, 2015 Ending: June 30, 2019

Seth Lavin

Resident Principal

Park Manor

Contract Principal Brentano Network: OS4 P.N. 118634

Commencing: July 1, 2015 Ending: June, 30, 2019

Efrain Martinez

Assistant Principal

Bateman

Contract Principal Orozco

Network: 7 P.N. 112984

Commencing: July 1, 2015 Ending: June 30, 2019

Laura Paull

Assistant Principal

Twain

Contract Principal Twain

Network: 10 P.N. 118614

Commencing: July 19, 2015 Ending: July 18, 2019

Sherry Pirtle

Interim Principal

Haley

Contract Principal Haley

Network: 3 P.N. 119224

Commencing: May 15, 2015 Ending: May 14, 2019

Marilou Rebolledo

Interim Principal

Jackson Language Academy

Contract Principal

Jackson Language Academy Network: 6

P.N. 122107 Commencing: July 1, 2015 Ending: June 30, 2019

Janice Wells

Interim Principal

South Shore H.S.

Contract Principal South Shore H.S. Network: 12 P.N. 439819

Commencing: July 1, 2015 Ending: June 30, 2019

Lorianne Zaimi

Assistant Principal

Boone

Contract Principal Реігсе

Network: 2 P.N. 113494

Commencing: July 1, 2015 Ending: June 30, 2019

LSC REVIEW: The respective Local School Councils have executed the Uniform Principal's Performance Contracts with the individuals named above.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: The salaries of these individuals will be established in accordance with the provisions of the Administrative Compensation Plan.

PERSONNEL: **IMPLICATIONS**: The positions to be affected by approval of this action are contained in the 2015-2016 school budget.

15-0722-EX6

REPORT ON PRINCIPAL CONTRACTS (RENEWAL)

THE INTERIM CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING:

Accept and file copies of the contracts with the principals listed below whose contracts were renewed by the Local School Councils pursuant to the Illinois School Code and the Uniform Principal's Performance Contract #09-0722-EX5 and #14-0624-EX12.

DESCRIPTION: Recognize the selection by local school councils of the individuals listed below to the position of principal subject to the Principal Eligibility Policy, #14-0723-PO1, and approval of any additional criteria by the General Counsel for the purpose of determining consistency with the Uniform Principal's Performance Contract, Board Rules, and Law.

The Illinois Administrators Academy has verified that the following principals have completed 20 hours of Professional Development. The **RENEWAL** contracts commence on the date specified in the contract and terminates on the date specified in the contract.

NAME	FROM	TO
Jeffery Dase	Contract Principal Coles	Contract Principal Coles Network: 12 P.N. 113551 Commencing: July 1, 2015 Ending: June 30, 2019
Richadine Murry Heard	Contract Principal Ashe	Contract Principal Ashe Network: OS4 P.N. 118427 Commencing: July 1, 2015 Ending: June 30, 2019
Joseph Peila	Contract Principal Chappell	Contract Principal Chappell Network: 2 P.N. 111655 Commencing: July 1, 2015 Ending: June 30, 2019
Tonya Tolbert	Contract Principal Mason	Contract Principal Mason Network: 5 P.N. 141340 Commencing: July 1, 2015 Ending: June 30, 2019
Carol Wilson	Contract Principal Brunson	Contract Principal Brunson Network: 3 P.N. 119924 Commencing: July 1, 2015 Ending: June 30, 2019

LSC REVIEW: The respective Local School Councils have executed the Uniform Principal's Performance Contract with the individuals named above.

AFFIRMATIVE ACTION STATUS: None.

FINANCIAL: The salary of these individuals will be established in accordance with the provisions of the Administrative Compensation Plan.

PERSONNEL IMPLICATIONS: The positions to be affected by approval of this action are contained in the 2015-2016 school budgets.

15-0722-AR1

REPORT ON BOARD REPORT RESCISSIONS

THE GENERAL COUNSEL REPORTS THE FOLLOWING:

- Extend the rescission dates contained in the following Board Reports to September 29, 2015 ı. because the parties remain involved in good faith negotiations which are likely to result in an agreement and the user group(s) concurs with this extension:
 - 1. 11-0928-OP2: Reaffirm Board Report 11-0727-OP1: Approve Entering into a Reciprocal Shared Use Agreement and Temporary Construction License Agreement with the Chicago Park District and to Consent to the Amendment of Planned Development #808 in Connection with the Construction and Use of Athletic Facilities at North Grand High School and Greenbaum Park.

User Group: Real Estate Services: License Agreement Status: In negotiations

2. 12-0425-OP5: Approve Renewal of Lease Agreement with Perspectives Charter School for

Calumet School, Located at 8131 S. May.

User Group: Real Estate Services: Lease Agreement Status: In negotiations

3. 12-0425-OP6: Approve Renewal of Lease Agreement with Perspectives Charter School for

Raymond School, Located at 3663 S. Wabash Ave.

User Group: Real Estate Services: Lease Agreement Status: In negotiations

4. 13-0626-OP4: Approve Renewal Lease Agreement with Betty Shabazz International Charter

School for a Portion of Dusable School at 4934 S. Wabash Avenue.

User Group: Real Estate Services Lease Agreement Status: In negotiations

5. 13-0626-OP8: Approve Renewal Lease Agreement With North Lawndale College Preparatory

Charter High School for a Portion of Collins High School, 1313 S. Sacramento Drive.

User Group: Real Estate Services: Lease Agreement Status: In negotiations

6. 13-0626-OP9: Approve Renewal Lease Agreement With University of Chicago Charter School

Corporation - Donoghue Campus for Donoghue School, 707 E. 37th Street

User Group: Real Estate Services: Lease Agreement Status: In negotiations

7. 13-0626-OP10: Approve Renewal Lease Agreement with University of Chicago Charter School Corporation - Woodlawn Campus for a Portion of Wadsworth Elementary School, 6420 S. University Avenue.

User Group: Real Estate Services: Lease Agreement

Status: In negotiations

8. 14-0226-OP3: Approve Renewal Lease Agreement with Noble Network of Charter Schools (Noble Street Charter School - Chicago Bulls College Prep Campus) for the Former Cregier Building, 2040 W. Adams.

Services: Lease Agreement User Group: Real Estate Status: In negotiations

9, 14-0226-OP4: Approve Renewal Lease Agreement with Noble Network of Charter Schools (Noble Street Charter School-John and Eunice Johnson College Prep Campus) For The Former Reed

Building, 6350 S. Stewart Ave. Services: Lease Agreement User Group: Real Estate Status: In negotiations

10. 14-0226-OP5: Approve Renewal Lease Agreement with Noble Network of Charter Schools (Noble Street Charter School-UIC Campus) For The Former Gladstone Building, 1231 S. Damen

Services: Lease Agreement User Group: Real Estate Status: In negotiations

 11. 14-0827-PR14: Authorize the First Renewal Agreement with BlueCross BlueShield of Illinois, A Division of Health Care Services Corporation, to Provide HMO Healthcare Administration Services.

Services: HMO Healthcare Administration Services

User Group: Talent Office Status: In negotiations

12. 14-0827-PR17: Authorize The First Renewal Agreement with United Healthcare Services, Inc. to Provide HMO (Exclusive Provider Organization) Administrative Services.

Services: HMO Administration Services

User Group: Talent Office Status: In negotiations

13. 14-0827-PR23: Authorize a New Agreement with Caremark PCS Health LLC for Pharmacy

Benefit Management (PBM) Services

Services: Pharmacy Benefit Management (PBM) Services

User Group: Talent Office Status: In negotiations

14. 14-0924-OP3: Approve Entering into an Intergovernmental Agreement with The Chicago Park District and The Public Building Commission For the Exchange of Land and Use of Facilities in New South Shore International College Prep High School and in Rosenblum Park.

Services: Intergovernmental Agreement

User Group: Real Estate Status: In negotiations

15. 14-1217-PR1: Authorize New Agreements with National Louis University and St. Xavier University for Community Schools Initiative (CSI) Services.

Services: Community Schools Initiative

User Group: Student Support and Engagement

Status: 1:2 agreements has been executed; remaining agreement is in negotiations

 15. 15-0128-EX2: Amend Board Report 13-0227-EX13: Approve the Renewal of the School Management and Performance Agreement with Community Services West, an Illinois Not-For-Profit Corporation.

Services: School Management and Performance User Group: Office of Innovation and Incubation

Status: In negotiations

17. 15-0225-PR1: Authorize the First Renewal Agreement with Illinois Restaurant Association Educational Foundation for Culinary Education Services.

Services: Culinary Education Services User Group: Early College to Careers

Status: In negotiations

18. 15-0225-PR4: Authorize the First Renewal Agreements with Hearing Officers for Expulsion, Truancy, Tuition Residency and Board Rule 6-28, 6-29, and 6-30 Hearings.

Services: Hearing Officers

User Group: Social and Emotional Learning

Status: In negotiations

19. 15-0225-PR6: Authorize New Agreements with Various Vendors for College and Career Readiness Services.

Services: Career Readiness Services

User Group: College to Career Success Office

Status: In negotiations

20. 15-0422-PR1: Authorize a New Agreement with Hobsons, Inc. for a College and Career Planning Enterprise System for District-Wide Use.

Services: Enterprise System

User Group: Counseling and Postsecondary Advising

Status: In negotiations

21. 15-0422-PR2: Authorize the Final Renewal Agreement with Multiple Vendors for Safe Haven Sites and Services.

Services: Safe Haven Sites and Services User Group: Procurement and Contracts

Status: In negotiations

- II. Rescind the following Board Reports in part or in full for failure to enter into an agreement with the Board, after repeated attempts, and the user groups have been advised of such rescission:
 - 1. 15-0325-PR15: Authorize the First and Second Renewal Agreement with Various Vendors for Court Reporting and Services.

Services: Court Reporting Services

User Group: Law Office

Action: Rescind Board authority in full for McGee Court Reporting Services (#3); all other Board authority remains in effect.

President Vitale thereupon declared Board Reports 15-0722-EX5, 15-0722-EX6, and 15-0722-AR1 accepted.

The Secretary presented the following Statement for the Public Record:

President Vitale and Members of the Board:

Please be advised that I have received a report dated July 22, 2015, from the Chief Financial Officer pursuant to the authority delegated to her in Board Rule 5-14.

This report estimates that the amount of money necessary to be raised by taxation upon the taxable property in the district as defined in Section 18-60 of the Property Tax Code is \$2,428,600,000.

The report also certifies that this estimated amount is less than the limit defined in Section 18-70 of the Code and specifies that the amount of the levies that will be extended in 2016 is consistent with the FY 2016 budget.

Please let the record reflect that I am placing a copy of the Chief Financial Officer's report in the record of this meeting and will include the report in the Official Report of the Proceedings of the Board.

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Office of the Chief Financial Officer • 42 W. Madison, 2nd Floor • Chicago, Illinois 60602 Telephone: 773-553-2700 • Fax: 773-553-2701

Report of the Chief Financial Officer pursuant to Board Rule 5-14 and Section 35 ILCS 200/18-60 of the Illinois Property Tax Code

35 ILCS 200/18-60 of the Illinois Property Tax Code ("the Code") requires that not less than 20 days prior to the adoption of its aggregate levy, the corporate authority of each taxing district shall determine the amount of money estimated to be necessary to be raised by taxation for that fiscal year upon the taxable property in its district.

Section 18-70 of the Code provides in part that if the estimate of the corporate authority made as provided in Section 18-60 is more than 105% of the amount extended or estimated to be extended upon the final aggregate levy of the preceding year, then the corporate authority is required to give public notice of and hold a public hearing on its intent to adopt a levy in excess of 105% of the amount extended or estimated to be extended in the prior year.

Board Rule 5-14 delegates to the Chief Financial Officer the authority to annually determine the estimate of property taxes to be levied as required under 35 ILCS 200/18-60 and to report that estimate to the Board through the Office of the Secretary of the Board.

Board Rule 5-14 also requires that not less than 20 days prior to the adoption of the Board's aggregate levy, the Chief Financial Officer shall determine the amounts of money estimated to be necessary to be raised by taxation for that fiscal year upon taxable property in the district and that the estimate shall be deemed an act of the corporate authority upon receipt of the Chief Financial Officer's report of the estimate by the Secretary of the Board.

The Chief Financial Officer hereby estimates that the amount of money necessary to be raised by taxation upon the taxable property in the district as defined in Section 18-60 of the Code is \$2,428,600,000 and certifies that this estimated amount is less than the limit defined in Section 18-70 of the Code.

This report is filed with the Secretary of the Board this 22th day of July, 2015

OMNIBUS

At the Regular Board Meeting held on July 22, 2015 the foregoing motions, reports and other actions set forth from number 15-0722-MO1 through 15-0722-MO6 except as otherwise indicated, were adopted as the recommendations or decisions of the Interim Chief Executive Officer and General Counsel.

Board Member Dr. Hines abstained on Board Reports 15-0722-PR2, 15-0722-PR13, 15-0722-PR14, and 15-0722-PR15.

Board Member Ward abstained on Board Report 15-0722-EX3.

ADJOURNMENT

President Vitale moved to adjourn the meeting, and it was so ordered by a voice vote, all members present voting therefore.

President Vitale thereupon declared the Board Meeting adjourned.

I, Estela G. Beltran, Secretary of the Board of Education and Keeper of the records thereof, do hereby certify that the foregoing is a true and correct record of certain proceedings of said Board of Education of the City of Chicago at its Regular Board Meeting held on July 22, 2015 held at the CPS Loop Office, 42 W. Madison Street, Garden Level, Board Room, Chicago, Illinois, 60602.

Estela G. Beltran Secretary

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INDEX

	'S FROM THE GENERAL COUNSEL
15-0722-AR1	Report on Board Report Rescissions133, 134
15-0722-AR2	Authorize Continued Retention of The Law Firm Pugh Jones Johnson & Quandt, P.C
15-0722-AR3	Authorize Continued Retention of The Law Office of Barbara S. Smith3, 4
15-0722-AR4	Workers' Compensation – Payment for Lump Sum Settlement for Anna Colon – Case No. 09 WC 372754
15-0722-AR5	Workers' Compensation – Payment for Lump Sum Settlement for William Jackson – Case No. 11 WC 467745
15-0722-AR6	Approve Payment of Proposed Settlement Regarding Nicholas D5, 6
15-0722-AR7	Property Tax Appeal Refund – Authorize Settlement for Oriental Theater Regarding Its Property for Tax Years 2009-116
CO - COMMU	NICATIONS
	Communication Re: Location of Board Meeting of August 26, 2015 – CPS Loop Office, 42 W. Madison, Garden Level, Board Room, Chicago, IL 6060261
15-0722-CO2	Communication Re: Appointment of Trustee to Serve on the Public School Teachers' Pension and Retirement Fund of Chicago (Gail D. Ward)61
15-0722-CO3	Communication Re: Appointment of Trustee to Serve on the Public School Teachers' Pension and Retirement Fund of Chicago (Mark F. Furlong)62
FX~RFPORT	S FROM THE INTERIM CHIEF EXECUTIVE OFFICER
	Transfer of Funds*
	*[Note: The complete document will be on File in the Office of the Board]62 - 64
15-0722-EX2	Approve a New Principal Performance Evaluation Form for Use by Local School Councils
15-0722-EX3	Approve Payment to the Academy for Urban School Leadership for Management Consulting Services and Professional Development Consulting Services for Teacher Training Academies71, 72
15-0722-EX4	Adjust the Attendance Boundaries for Oriole Park Elementary School and Everett McKinley Dirksen Elementary Schools72, 73
15-0722-EX5	Report on Principal Contracts (New)130 - 132
15-0722-EX6	Report on Principal Contracts (Renewal)132
15-0722-EX7	Transfer and Appoint Chief Education Officer (Janice Jackson)7
15-0722-EX8	Transfer and Appoint Senior Adviser to the Chief Executive Officer (Denise Little)
15-0722-EX9	Transfer and Appoint Chief of Schools (Minerva Garcia-Sanchez)7, 8
15-0722-EX10	Transfer and Appoint Chief of Schools (Jerrold Washington)8
15-0722-EX11	Transfer and Appoint Chief of Schools (Donell Underdue)8
15-0722-EX12	Transfer and Appoint Chief Facilities Officer (Paul Osland)9

	S FROM THE INTERIM CHIEF EXECUTIVE OFFICER (Continued)
15-0722-EX13	Transfer and Appoint Budget Officer (Michael Moss)9
15-0722-EX14	Warning Resolution – Stephen Ha, Tenured Teacher, Assigned to Jacob Beidler Elementary School
15-0722-EX15	Warning Resolution – Rita Jones, Teacher, Assigned to George Washington Carver Primary School10
MO - MOTION 15-0722-MO1	
15-0722-MO2	Motion Re: Maintain as Confidential Redacted Portions of Closed Session Minutes for the Period Beginning July 1995 Through June 201312
15-0722-MO3	Motion Re: Open for Public Inspection All Closed Session Minutes for the Period Beginning July 2013 Through December 201312
15-0722-MO4	Motion Re: Adopt Closed Sessions Minutes from June 24, 2015 and Maintain as Confidential Closed Session Minutes from January 2014 Through June 201513
15-0722-MO5	Motion Re: Authorize Destruction of Closed Session Audio Recordings for the Period Beginning July 2013 Through December 2013
15-0722- M O6	Motion Re: Approval of Record of Proceedings of Meetings Open to the Public (June 24, 2015)14
	S FROM THE CHIEF ADMINISTRATIVE OFFICER Amend Board Report 14-1217-OP1 Disposition of Bids Received for the Former Marconi School Site Located at 230 North Kolmar Avenue
15-0722-OP2	Disposition of Bids Received for the Sale of Property Located at 221 East 49th Street and 4935 S Indiana Avenue (Former Overton Elementary Main and Branch Building Site)14, 15
15-0722-OP3	Disposition of Bids Received for the Sale of Property Located at 2620 West Hirsch Street (Former Von Humboldt Elementary Main Building)16, 17
15-0722-OP4	Disposition of Bids Received for the Sale of Property Located at 739 North Ada Street (Former Near North Elementary)
PO - <u>POLICY</u> 15-0722-PO1	Adopt Student Code of Conduct for Chicago Public Schools Effective September 8, 2015
PR - REPORT	S FROM THE CHIEF PROCUREMENT OFFICER
15-0722-PR1	Ratify Final Renewal Agreement with Northwest Evaluation Association for Adaptive Growth Assessment74 - 76
	Amend Board Report 15-0225-PR5 Authorize the First Renewal Agreements with Various Vendors for Social Emotional Learning Services
	Ratify Second Renewal Agreement with the College Board for Advanced Placement Exam Services
	Ratify New Agreement with Cityspan Technologies for Program Management Functions for Extended Learning Opportunities and Case Management for Student Transition Programs
	Authorize the First Renewal Agreement with Leap Innovations for Personalized Learning Research and Development Services

PR - REPORT	S FROM THE CHIEF PROCUREMENT OFFICER (Continued)
15-0722-PR6	Report on the Award of Construction Contracts and Changes to
	Construction Contracts for the Board of Education's Capital Improvement
	Program94 - 100
15-0722-PR7	Ratify and Amend Board Report 15-0325-PR5 Authorize the First and
	Second Renewal Agreement with Staples for School Facility Furniture
	Procurement, Delivery and Installation101, 102
45 0722 DD0	Authorize a New Agreement with Fox Valley Fire and Safety for Inspection,
15-0722-PR8	Maintenance, and Repair of Fire Pumps and Sprinkler Systems102 - 104
	wantenance, and Repair of the Fullips and Sprinkler Systems
15-0722-PR9	Authorize a New Agreement with Simplex Grinnell for Inspection,
15-0722-113	Maintenance and Replacement of Fire Extinguishers104, 105
	municipality and respondent of the Example of the manufacture of the second of the sec
15-0722-PR10	Authorize a New Agreement with Various Vendors for Audit Services105 - 108
	3
15-0722-PR11	Amend Board Report 15-0527-PR10 Authorize a New Agreement with Hitachi
	Consulting for Enterprise Financial Systems Optimization Services
15-0722-PR12	Authorize the First Renewal Agreement with AGC Networks, Inc for Private
	Branch Exchange ("PBX") Systems, Intuity Voicemail Systems, Software and
	Related Call Center Components Hardware, Software and Technical Support
	Maintenance Services111, 112
15-0722-PR13	Authorize the Extension of the Agreement with NCS Pearson, Inc for the
	Purchase of Student Information Instructional Management Software
	Maintenance and Support Services113, 114
45 0700 DD44	Detit. Extension of the Agreement with NCC Decreen Inc. for the Durchase of
15-0/22-PK14	Ratify Extension of the Agreement with NCS Pearson, Inc. for the Purchase of Student Information Systems Software Licenses
	Student information systems software Licenses
15-0722-PR15	Ratify Extension of the Agreement with NCS Pearson, Inc. for the Purchase of
10-0722 1 1010	Gradebook Maintenance and Support Services and Approve the Assumption
	by NCS Pearson, Inc. of the Original Agreement with SchoolNet, Inc116 - 118
	- y
15-0722-PR16	Ratify Annual Renewal Agreement with Oracle America, Inc119, 120
15-0722-PR17	Ratify Extension of the Agreement with Kronos Incorporated for Software
	and Hardware Maintenance120 - 122
15-0722-PR18	Authorize a New Agreement with RL Canning Inc. for Service Desk and
	Tech Support Services
15-0722-PR19	Authorize a New Agreement with DBober, LLC. dba The Public Private
	Network to Generate Additional Revenue from Vending Machines and
	Broadcasting Services
4E 0722 DD20	Amend Board Report 14-0827-PR20 Authorize the Second and Final Renewal
15-0/22-PK20	Agreement with Willis of Illinois, Inc. for Consulting Services126 - 128
	Agreement with with sof millors, inc. for consulting dervices
15-0722-PR21	Authorize First Renewal and Amend Agreements with Various Vendors for
IO-OIZZ-I IXZI	Temporary Staffing Services
	· · · · · · · · · · · · · · · · · · ·
RS - RESOLU	TIONS
	Resolution Authorizing the Issuance of General Obligation Alternate Bonds
	of the Board of Education of the City of Chicago in an Aggregate Principal
	Amount Not to Exceed \$1,160,000,000, Pursuant to the School Code and the
	Local Government Debt Reform Act and Authorizing Certain Other Matters 19 - 25

RS - RESOLU	ITIONS (Continued)	
15-0722-RS2	Resolution Request the Public Building Commission of Chicago to Undertake the Tonti Modular Project25	, 26
15-0722-RS3	Resolution Authorize Appointment of Members to Local School Councils to Fill Vacancies	, 27
15-0722-RS4	Rescind Board Resolution 15-0422-RS2 that Enjoined Upon the Vice President the Duties of an Interim Chief Executive Officer	27
RS – REPORT	S FROM THE BOARD OF EDUCATION	
	Resolution to Appoint Forrest Claypool to the Position of Chief Executive Officer	11
15-0722-RS6	Resolution Approving Interim Chief Executive Officer's Recommendation to Dismiss Probationary Appointed Teachers	.11